



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS MEETING

Thursday, May 7, 2020 • 9:00 a.m.

#### **Teleconference Meeting\***

Meeting Call-in Number for Board Members and Public:

Telephone Number: (562) 526-3800

Access Code: 992 487 094

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

#### **AGENDA POSTED: May 1, 2020**

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

\*The procedures used for this Teleconference Meeting is permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.

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#### **Members:**

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Alex Villanueva**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **John Curley**, Chief of Police, City of Covina Police Dept.

#### **Alternates:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Roel Amara**, Asst., Dir., EMS Agency, County of LADHS  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Brian Solinsky**, Captain, City of South Pasadena Police Dept.  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**Brian Leyn**, Captain, City of Signal Hill Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

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#### **Officers:**

**Scott Edson**, Executive Director  
**Arlene Barerra**, County of Los Angeles Auditor-Controller  
**Keith Knox**, County of Los Angeles, Treasurer and Tax Collector  
**Priscilla Dalrymple**, 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-B)**

**A. March 25, 2020 – Special Minutes**

Agenda Item A

**B. April 2, 2020 – Minutes**

Agenda Item B

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – NONE**

**VI. REPORTS (C-F)**

**C. Director's Report – Scott Edson**

- Executive Summary

Agenda Item C

**D. Project Manager's Report – Justin Delfino**

Agenda Item D

**E. Joint Operations and Technical Committee Chairs Report – No Report**

**F. Finance Committee Chair Report – No Report**

**VII. DISCUSSION ITEMS (G-H)**

**G. Outreach Update**

Agenda Item G



**H. Statement of Receipts and Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network.**

Agenda Item H

**VIII. ADMINISTRATIVE MATTERS (I-L)**

**I. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR MOU WITH PARKS AND RECREATION AND TELECOMMUNICATIONS EQUIPMENT LICENSE AGREEMENT WITH PORT OF LONG BEACH FOR LMR RPVT SITE AND LTE2 POLB SITE**

It is recommended that your Board:

1. Find the approval and execution of the MOU for the RPVT site with the Los Angeles County Department of Parks and Recreation which would allow the construction, implementation, operation and maintenance of the LMR System at this site are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs §§15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project and the determination that these activities are exempt from CEQA remains unchanged.
2. Find the approval and execution of the Telecommunications Equipment License Agreement with the Port of Long Beach for the POLB1 site, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure that will be incorporated into the First Responder Network Authority (FirstNet) Nationwide Public Safety Broadband Network (NPSBN), is within the scope of activities previously authorized on January 24, 2019 for site POLB1, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
3. Authorize the Executive Director to finalize and execute the two (2) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

Agenda Item I



**J. ACCEPT 2019 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS**

It is recommended that your Board:

1. Accept \$35,000,000 in grant funds from the Fiscal Year 2019 UASI funds as distributed through the California Office of Emergency Services (CalOES);
2. Authorize the Executive Director to execute the enclosed 2019 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 J

**K. APPROVE AMENDMENT NO. 46 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Make the following findings with respect to the LMR Change Order Modifications
  - a. Find that (a) approval of Amendment No. 46 to contemplate Change Order Modifications at two (2) LMR System sites, Johnstone Peak 2 (JPK2) and Verdugo Peak (VPK), related to the updating of equipment at this site is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by the Board under CEQA on March 29, 2016; and (b) that there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.
  - b. Find that (a) approval of Amendment No. 46 to contemplate Change Order Modifications at one (1) LMR System site, Rolling Hills Transmit (RHT), related to the updating of equipment at this site is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, on November 13, 2014, the



exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site RHT, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).

- c. Find that (a) approval of Amendment No. 46 to contemplate Change Order Modifications at one (1) LMR System site, Pomona Courthouse (POM), related to asbestos abatement work is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, on December 12, 2016, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site POM, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 46 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to incorporate certain LMR Change Order Modifications as further described in this letter for a cost increase in the amount of \$375,728.
3. Authorize an increase to the Maximum Contract Sum in the amount \$375,728 from \$290,258,325 to \$290,634,053.
4. Delegate authority to the Executive Director to execute Amendment No. 46, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item K

**L. APPROVE AN INCREASE TO THE BUDGET FOR ONE (1) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT**

It is recommended that your Board:

1. Find the work and cost contemplated in this recommended action at the Montebello Police Department (MNTBLPD) site, are within the scope of the activities your Board previously found statutorily exempt from review on March



6, 2014, under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the site, if needed, to provide connectivity to the Long Term Evolution (LTE) (inclusive of phase 2 LTE) System, is categorically exempt under CEQA pursuant to CEQA Guidelines §§15301, 15303 and 15304, and the determination that these activities are exempt from CEQA remains unchanged.

2. Increase the project budget by \$28,290 to a new total of \$410,000 for one (1) LA-RICS Telecommunication Facility Construction and Installation site, Montebello Police Department (MNTBLPD), and delegate authority to the Executive Director to award a contract and issue notices to proceed for that amount.

Agenda Item L

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT - NONE**

**XII. ADJOURNMENT AND NEXT MEETING:**

Thursday, June 4, 2020, at 9:00 a.m., via Teleconference Meeting.



## BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) requests for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

*(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)*

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request as soon as possible. (323) 881-8291 or (323) 881-8295

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

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



# **BOARD OF DIRECTORS**

## **SPECIAL MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Wednesday, March 25, 2020 • 9:00 a.m.  
**Teleconference Special Meeting**  
Meeting Call-in Number for Board Members and Public:  
(562) 526-3800  
Access Code: 996 827 452

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**Board Members Present:**

**Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.  
**Mark Alexander**, City Manager, CA Contract Cities Assoc.  
**John Curley**, Captain, City of Covina Police Dept.  
**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.

**Alternates For Board Members Present:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.

**Officers Present:**

**Scott Edson**, LA-RICS Executive Director  
**Priscilla Dalrymple**, LA-RICS Board Secretary

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**Absent:**

**Cathy Chidester**, Dir., EMS Agency, County of LADHS  
**Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.

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

**I. CALL TO ORDER**

Alternate Chair, Mark Glatt, called the special meeting of the Board to order at 9:04 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

Alternate Chair Glatt asked for a roll call and acknowledged a quorum was present.

**III. APPROVAL OF MINUTES - NONE**

**IV. PUBLIC COMMENTS – NONE**

**V. CONSENT CALENDAR – NONE**

**VI. REPORT – Director's Report Regarding Status of LA-RICS Projects During COVID-19 Outbreak**

Executive Director Scott Edson provided an update on the Governor's Executive Order impacts to the LA-RICS project, which included a stay at home order. LA-RICS staff is teleworking and Contractors including Jacobs, Motorola (MSI) are teleworking with certain field staff continuing to work in the field when it is essential. All staff is following the Governor's order with additional details to be reported at the next Board meeting.

This concludes the Director's Report.

Alternate Board Member Geiger requested the Teleconference call number be included in the body of the Calendar Invite for future Teleconference meetings.

No further discussion.

**VII. ADMINISTRATIVE MATTERS (A-C)**

**A. APPROVE AMENDMENT NO. 44 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

Executive Director Scott Edson presented Agenda Item A and recommended the Board take the following action:



1. Approve Amendment No. 44 (Enclosure) to Agreement No. LA-RICS 007 for LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect a reconciliation for certain LMR Change Order Modifications for a cost increase in the amount of \$2,609.
2. Authorize an increase to the Maximum Contract Sum in the amount \$2,609 from \$290,216,666 to \$290,219,275.
3. Delegate authority to the Executive Director to execute Amendment No. 44, in substantially similar form, to the enclosed Amendment (Enclosure).

Alternate Board Member John Geiger asked if the amendment to change the existing LMR contract sum should include applicable taxes. Administrative Chief Susy Orellana-Curtis responded this is a reconciliation to the maximum contract sum to include proper tax associated with the microwave link. A discussion on the applicability of taxes as identified in the LMR contract took place. Counsel Truc Moore opined the microwave link cost is subject to applicable taxes. Alternate Board Member Thomas Ewald asked if the item could be re-worked and presented at the next Board Meeting. Executive Director Edson stated this item will be pulled from the agenda, and since it is within his delegated authority, he will convene the Oversight Committee as soon as possible.

After further discussions, a recommendation to refer the item to the Oversight Committee for review and approval was made.

No further discussion.

## **B. APPROVE AN INCREASE TO THE BUDGET FOR ONE (1) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT**

Executive Director Scott Edson presented Agenda Item B and recommended the Board take the following action:

1. Find the work and cost contemplated in this recommended action at the Irwindale Police Department (IRWDPD) site, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Increase the project budget by \$151,000 to a new total of \$563,000 for one (1) LA-RICS Telecommunication Facility Construction and Installation site, Irwindale



Police Department (IRWDPD), and delegate authority to the Executive Director to award a contract and issue notices to proceed for that amount.

Chair Glatt asked for the reason the project budget increased. Executive Director Edson stated the increase was based on geotechnical work showing deterioration in parts of the soil and a request from the City of Irwindale for parking lot decorative concrete to remain untouched, all requiring a redesign of site plans and an increase to the project budget.

Alternate Board Member John Geiger motioned first, seconded by Board Member Mark Alexander.

Ayes 8: Alexander, Curley, Donovan, Ewald, Geiger, Glatt, Ortiz, and Perez.

**MOTION APPROVED.**

**C. TRIPLE A BOARD LETTER FOR 3 SITES (BUR2, CRN, LADFDEL2) ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT THREE (3) LA-RICS SITES AND APPROVE PROJECT BUDGETS**

Executive Director Scott Edson presented Agenda Item C and recommended the Board take the following action:

1. Make the following finding:
  - a. Find the adoption, advertising and award of construction, implementation, and installation work at the PSBN2 sites Burnt Peak 2 (BUR2), Cerro Negro 2 (CRN2), and Los Angeles County Fire Department Del Valle 2 (LACFDEL2) as identified in Enclosure 1, are within the scope of the activities authorized at these sites which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) in prior Board actions on January 24, 2019, October 3, 2019, and on January 15, 2020, pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") sections § § 15301, 15303, 15304, and/or 15332 for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the BUR2 site as follows:
  - a. Approve an estimated total project budget of \$1,570,381.



- b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the BUR2 site.
    - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
    - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the BUR2 site.
  3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the CRN2 site as follows:
    - a. Approve an estimated total project budget of \$368,668.
    - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the CRN2 site.
    - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
    - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the CRN2 site.
  4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the LACFDEL2 site as follows:
    - a. Approve an estimated total project budget of \$366,392.
    - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the LACFDEL2 site.
    - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
    - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the



lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the LACFDEL2 site.

5. As it relates to Recommended Items 2-4, delegate authority to the Executive Director:
  - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.
  - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
6. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
  - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

Board Member Alexander asked what is the difference between CRN1 and CRN2. Program Director Chris Odenthal stated environmental designation based on the National Environmental Policy Act (NEPA) required a distinction between LMR and LTE sites and thus distinction between CRN 1 and CRN 2 is a naming convention distinguishing between LMR funded and LTE funded work.

Board Member Chris Donovan motioned first, seconded by Alternate Board Member John Geiger.

Ayes 8: Alexander, Curley, Donovan, Ewald, Geiger, Glatt, Ortiz, and Perez.



**MOTION APPROVED**

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

The Board meeting adjourned at 9:29 a.m., and the next meeting will be held on Thursday, April 2, 2020, at 9:00 a.m., via Teleconference.



# **BOARD OF DIRECTORS**

## **MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, April 2, 2020 • 9:00 a.m.

**Teleconference Meeting**

Meeting Call-in Number for Board Members and Public:

(562) 526-3800

Access Code: 993 948 998

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**Board Members Present:**

**Mark Alexander**, City Manager, CA Contract Cities Assoc.

**Cathy Chidester**, Dir., EMS Agency, County of LADHS

**John Curley**, Captain, City of Covina Police Dept.

**Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.

**Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.

**Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.

**Alternates For Board Members Present:**

**John Geiger**, General Manager, CEO, County of Los Angeles

**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.

**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.

**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.

**Officers Present:**

**Scott Edson**, LA-RICS Executive Director

**Priscilla Dalrymple**, LA-RICS Board Secretary

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**Absent:**

**None**

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

**I. CALL TO ORDER**

Alternate Chair, Mark Glatt, called the special meeting of the Board to order at 9:07 a.m.

**II. ANNOUNCE QUORUM – Roll Call**

Alternate Chair Glatt asked for a roll call and acknowledged a quorum was present.

**III. APPROVAL OF MINUTES - NONE**

**IV. PUBLIC COMMENTS – NONE**

**V. CONSENT CALENDAR – NONE**

**VI. REPORTS (B-E)**

**A. Director’s Report – Scott Edson**

Executive Director Scott Edson provided an update and stated the LA-RICS authority program team members, consultants, contractors and sub-contractors, continue to perform work on our LMR and LTE systems projects as they are performing Essential Infrastructure work within the federal critical infrastructure sectors and are exempt from stay at home orders, exercising the exemption when needed to continue working, otherwise are following related local, State and Federal orders. All are exercising and regularly reminded to practice social distancing.

The LA-RICS Administrative Team and others when possible, are teleworking most of the time and I have been very impressed with the processes and procedures put in place by my Administrative Chief Susy Orellana-Curtiss. The team continues to perform at well over 100% and is still most efficient under these difficult circumstances. The uniform personnel, sheriff and fire, continue working most efficiently following their department’s direction. Jacobs, Televate, MSI and subcontractors, have not really skipped a beat and are moving forward making great progress. With all the day to day activities taking place, it’s really just another day in the office, only, we are not really in the office. Problems do pop up, and teams are getting creative to solve problems without face to face meetings.

Executive Director Edson stated, bottom line, thanks to all involved in building this public radio system and for continuing to work without skipping a beat in these difficult and different times.



In regards to the LMR project update, Justin will certainly go into more detail after me. We have three (3) LMR sites with outstanding Site Access Agreements pending execution and completion. In addition, we have two (2) Special Use Permits for sites in USFS as well as seven (7) sites that require Regional Planning Coastal Development Permits and/or exemptions.

Executive Director Edson went on to state the sites with outstanding Site Access Agreements are: ESR, RPVT, SPH and provided the following update for each site:

- ESR, we are targeting bringing this site access to your Board in the next couple of months;
- RPVT, the teams are working with Department of Parks and Recreation as well as Department of Public Works to achieve access to the site by the middle of this month. We have expressed to County leaders how this is causing delays to our schedule and hoping for a little political push; and
- SPH, we've received the FAA's National Environmental Policy Act (NEPA) document for San Pedro Hill, and have transmitted the document to FEMA for their review and clearance through the Environmental Management Information System (EMIS). We are hopeful the FAA's document will be sufficient to achieve NEPA.

In addition, we have three (3) SAAs pending execution, which the County Real Estate Division is working on but having issues engaging the Catalina Conservancy Point of Contact. Those sites are: BJM, DPK, TWR. We are closely monitoring this situation.

We just received the Special Use Permit (SUP) on Frost Peak, which is great news; with SUPs from USFS now pending are MTL2 and BUR1.

Coastal Development Plans for coastal sites via Regional Planning are moving forward; three (3) expected this month and four (4) the first week of May; with target dates as follows: BJM (4/10), CPK (4/30), DPK (4/30), LACF072 (5/5), SPN (5/5), TOP (5/5), and TWR (5/5).

We continue to work with County of Los Angeles and Department of Regional Planning on CDP exemptions as well as working closely on how to achieve hearing dates given the recent pandemic restrictions and its impact on the ability to hold such hearings.

Executive Director Edson also stated, in your agenda is Item H, which is an amendment for the environmental investigation work with a cost increase of \$39,050. As a matter of routine, I reviewed the scope of work and pricing following the review by the change order control board and feel confident the pricing is competitive and appropriate.



In regards to the LTE update, we have only ten (10) LTE sites (including 2 contingency sites) with outstanding SAA's pending execution and completion. The 10 sites are: CLRMPD1, CCB2, IRWDPD, MNTBLPD, POM2, SCHCYN, THOMSEN, POLA1, POLA2, POLB1. We are actively pursuing these and they will be executed soon.

In addition, we have one SUP for 1 site in USFS, the Colocation site, BUR1-2, the solar site, which is projected for end of next week.

With three (3) months remaining in the grant performance period the teams have been working diligently to finalize site designs, process Invitation for Bids and award contracts for construction of the LTE2 sites. Given the pandemic, the teams are keeping the grantor informed on certain delays such as supply chain impacts and trouble with utility service delays, construction inspections, etc.

Of the twenty-six (26) priority sites in LTE2, only six (6) fall under MSI Scope of Work now, and of the remaining twenty (20), we have thirteen (13) contracts awarded to date for construction, with the final seven (7) scheduled to be awarded this month.

Executive Director stated, we have six (6) sites returning to your Board today as Agenda Item I requesting authority to increase the budget. The increases in budget are due a variety of reasons ranging from change in antenna support structure, changes in design which resulted in increased construction costs, changes in electrical utility design, and cost to construct on "difficult soil." These changes or site conditions were not included in the original estimate, have been evaluated as appropriate in pricing, and recommended to your Board today for approval. Funding is approved from BTOP.

In regards to BUR1-2, the solar power site, at last week's Special Meeting your Board approved issuance of a Bid for the Construction of the site formally called Burnt Peak #2. IFB's were issued that same day and bids are due in a week. We thank you for your continued flexibility for potential special meetings as the end of June quickly approaches.

Executive Director Edson stated as for administrative matters, I am happy to report we have successfully completed activities under the UASI 17 grant, comprising a total of \$34.8 million in expenditures, with final claims going to the UASI grant administrator next week. We experienced some last minute hurdles with work that could not be completed by the MSI team on time, so the team again had to identify other expenditures which could be charged to the grant and obtained the appropriate approvals to proceed with the closeout.

Lastly, Executive Director Edson excitedly announced Rachelle Anema from the County of Los Angeles Auditor-Controller and representatives from BCA Watson Rice who should be on line and will present Agenda Item G, an Independent Auditors Report



and extended a heartfelt thanks to each of the LA-RICS team and each of the Board Members and the public safety agency they represent for working hard and tirelessly under these scary conditions. During these terrible times the public is so much better off because of what you do. Please know we appreciate it and again thank you very much. Please be safe.

This concludes the Director's Report.

There was no further discussion.

### C. Project Manager's Report – Justin Delfino

Project Manager Justin Delfino presented photos to the Board illustrating the Construction/Implementation Update.

#### **LTE Round 2 Highlights**

##### **Current Status:**

Project Manager Delfino provided an update on the current status of 25 of 26 sites submitted for plan check and went on to state Scholl has proven difficult as well as POLB and POLA 1 and 2. Thirteen (13) SAA's approved in hand 6 are ready (SCE) and the remaining seven (7) are planned for execution in April 2020. Claremont and Thomsen are routing for execution now. Twenty-six (26) sites are out to bid and nineteen (19) sites are under contract, with the majority of starts in April 2020 and the majority of completions will be late June 2020. There is a chance of delays due to Covid19 impacts and may cause some late finishes and a need to make up time lost.

#### **ENVIRONMENTAL**

Project Manager Delfino stated NOE's for MTNBLPD and SCEGAL were filed on March 5, 2020 and we received the FONSI for SEA 5 on February 4, 2020.

#### **LABOR COMPLIANCE**

Project Manager Delfino stated there were no labor compliance disputes or open cases compliant and no accidents, or injuries reported to date.

#### **SAA's**

Project Manager Delfino stated before you for approval today is Agenda Item G which includes thirteen (13) USFS SUP's and six (6) LTE2 sites. All SAA are planned to be executed by March 2020.



## **LMR Highlights**

### **CONSTRUCTION OVERVIEW**

Project Manager Delfino stated forty-three (43) permits issued to date. Zero recordable injuries to date. Phase2 acceptance walks are underway and the schedule projection is 1-month outlook for activity.

### **UASI 17 Status**

Project Manager Delfino stated BKK, OAT, DPW038, AGH, and INDWT are all built. MIR is impacted by underground utilities

### **USFS SITES**

Project Manager Delfino stated ten (10) USFS sites approved at Public Works with final SUP group 3 to be released and approvals needed on ESR, BUR1, MTL2. Bur1-2 will be design complete by end of week.

### **COASTAL SITES – [critical path]**

Project Manager Delfino stated we are pending DRP for hearing dates and exemption status. MSI is still working on responses for the remaining 3 sites.

### **SAA's**

Project Manager Delfino stated since our last update there are three (8) outstanding SAA's: USFS (3), SPH, TWR, BJM, DPK and RPVT.

### **Current Focus:**

Project Manager Delfino stated the Team is currently focused on USFS site construction at WMP, WTR, and JPK2; correcting issues with WEAP training and evaluating COVID19 impacts; DRP hearing dates and MSI resubmission of 3 sites is a high priority to resolve in April/May timeframe. Construction is planned to start at BHS and RIH, pending clearing Phase 2 hygienist report issues.

Lastly, Project Manager Delfino stated LPC and MDI are before you today as Agenda Item H. In closing Program Manager Delfino thanked the Team for the outreach on March 30, 2020, to AGH where the LA-RICS Team, received support from Agoura Hills/Lost Hills Sheriff's and Fire Department for the Southern California Edison Easement needed to energize the site.

This concludes the Project Manager's Report.

There was no further discussion.

## **D. Joint Operations and Technical Committee Chairs Report – No Report**



E. Finance Committee Report – No Report

**VII. DISCUSSION ITEM (F)**

F. Outreach Update

Executive Director Edson provided the update for Agenda Item F and stated, as you can see by the written report, not much activity took place during this report period. Chief Glatt and Chief Ewald and I were able to visit the capitol and meet with members of Congress in support of legislation to repeal the T-Band take away. There was serious support for the repeal and we left with some ideas to garner additional support and follow up. Unfortunately, two days later they closed the Capitol due to the coronavirus so we all talking by conference call continuing to push this important matter.

Executive Director Edson went on to state, while there, we took the opportunity to speak with the FAA Manager of Telecommunications for the nation and thanked him for the agreement we came to on San Pedro Hill and asked one little favor to maybe nudge his staff to try and shave some time off the NEPA document. He did say he would look into that and we are very thankful for the relationship and as I reported above, the NEPA document has now been transmitted to FEMA for their review and clearance through EMIS.

There was no further discussion.

**VIII. ADMINISTRATIVE MATTERS (G-I)**

**G. FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2019 AND JUNE 30, 2018 (RESTATED) – BCA WATSON RICE LLP**

Auditor Controller representative Rachelle Anema and BCA Watson Rice, LLP representative Helen Chu presented Agenda Item G and recommended that your Board receive the auditor's report for the year ending June 30, 2019, (enclosed) as well as restated report for the year ending June 30, 2018.

Board Member Mark Alexander asked BCA Watson Rice, LLP representative Helen Chu if the use of the terms modified and unmodified are synonymous with the terms qualified and unqualified; Ms. Chu responded that is correct.

Executive Director Edson stated he would like to compliment the LA-RICS Team for great and continued work in obtaining successful audits year after year.



Board Co-Chair Glatt acknowledged and congratulated the team on behalf of the Board.

Board Member Alexander motioned first, seconded by Board Member Cathy Chidester to receive and file the financial statement and independent Auditors report.

Ayes 10: Alexander, Chidester, Curley, Donovan, Ewald, Geiger, Glatt, Nunley, Ortiz, and Perez.

**MOTION APPROVED.**

**H. APPROVE AMENDMENT NO. 45 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

Contracts Manager Jeanette Arismendez presented Agenda Item H and recommended the Board take the following action:

1. Find that (a) approval of Amendment No. 45 to contemplate Change Order Modifications at two (2) LMR System sites, Loop Canyon [LPC] and Magic Mountain Link [MML], to perform certain environmental work is within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified by the Board under CEQA on March 29, 2016; and (b) that there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.
2. Approve Amendment No. 45 to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to incorporate certain LMR Change Order Modifications as described in the Board Letter for a cost increase in the amount of \$39,050.
3. Authorize an increase to the Maximum Contract Sum in the amount \$39,050 from \$290,219,275 to \$290,258,325.
4. Delegate authority to the Executive Director to execute Amendment No. 45, in substantially similar form, to the Amendment enclosed with the Board Letter package.

Member Chris Donovan motioned first, seconded by Board Member John Curley.



Ayes 10: Alexander, Chidester, Curley, Donovan, Ewald, Geiger, Glatt, Nunley, Ortiz, and Perez.

**I. APPROVE AN INCREASE TO THE BUDGET FOR SIX (6) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECTS**

Contracts Manager Arismendez presented Agenda Item I and recommended the Board take the following action:

1. Make the following finding:
  - a. Find the work and cost contemplated in the recommended action at six (6) sites, Claremont Police Department (CLRMPD1), Compton Court Building 2 (CCB2), Cougar Park (COUG), Irwindale Police Department (IRWDPD), Port of Los Angeles 2 (POLA2), and Port of Long Beach Harbor Plaza (POLB1) are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019, and December 5, 2019, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline sections 15301, 15303, 15304, and/or 15332, for the reasons set forth in the Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Increase the project budgets in the amounts set forth below for a total aggregate increase of \$392,996 for six (6) LA-RICS Telecommunication Facility Construction and Installation sites as follows, and delegate authority to the Executive Director to award contracts and issue notices to proceed for these amounts:
  - a. Increase the CLRMPD1 project budget by \$54,290 to a new total of \$436,000.
  - b. Increase the CCB2 project budget by \$205,765 to a new total of \$487,695.
  - c. Increase the COUG project budget by \$51,891 to a new total of \$433,601.
  - d. Increase the POLB1 project budget by \$24,724 to a new total of \$329,724.
  - e. Increase the POLA2 project budget by \$32,156 to a new total of \$413,866.
  - f. Increase the IRWDPD project budget by \$24,170 to a new total of \$587,170.

Board Member Alexander asked what the design process entails, namely are the sites visited in advance of the bidding process to determine site conditions. Program Manager Delfino and Administrative Chief Orellana-Curtiss proceeded to brief the



Board and provide details for the increase in budgets at the sites. In particular, they explained, that site visits do occur however unforeseen site conditions such as soil conditions may not be immediately known as was the case at the IRWDPD site. For other sites, there were additional requirements by the land owners or jurisdictions who owned the site. Moreover, Administrative Chief Orellana-Curtiss also explained the bidding process and the vetting of the bids to determine appropriateness of cost.

Board Member Chris Donovan asked if the majority of the cost increases were a result of aesthetic versus functionality. Program Manager Delfino and Program Director Chris Odenthal proceeded to detail the nature of each proposed increase, explaining that some increases were the result of additional requested work and unforeseen site conditions, whereas others cost increases were the result of design changes requested by landowners.

Alternate Board Member Louis Perez motioned first, seconded by Alternate Board Member Thomas Ewald.

Ayes 9: Alexander, Chidester, Donovan, Ewald, Geiger, Glatt, Nunley, Ortiz, and Perez.

Abstention 1: Curley

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT - NONE**

**XII. ADJOURNMENT AND NEXT MEETING:**

The Board meeting adjourned at 9:55 a.m., and the next meeting will be held on Thursday, May 7, 2020, at 9:00 a.m., via Teleconference.

## Executive Summary

May 7, 2020

### LTE Update

- PSBN Round 1 site assignment agreements are nearing completion between AT&T and LA-RICS legal counsel. AT&T is conducting field work to upgrade sites for integration into AT&T network operating center.
- PSBN Round 2 design and entitlement activities although hampered by protracted review and approvals for Phase 1 work at the onset of the Program; Phase 1 work is now progressing better than ever before. All building permit applications are on track to end at the close of first quarter 2020. Twenty-five (25) applications have been submitted to date. Site Access Agreements (SAA's) have been initiated with all land owners at all sites, although not all SAA's are completed. Scholl Canyon (SCHOL) has proven to be particularly difficult to resolve as well as the Port of Los Angeles sites and the Port of Long Beach site. The present time thirteen (13) SAA's are unexecuted, six (6) of which however, are the SCE sites and are ready for execution just prior to the start of construction early April 2020. The remaining seven (7) SAA's are planned to be executed in April 2020. Twenty-six (26) sites have gone out to bid. CRN, LACFDEL and BUR-1-2 have not yet gone out to bid to date. Eighteen (18) sites are currently under contract for construction. The majority of the sites are planned to start construction in April of 2020, and construction activity will end at the end of June 2020. The Fifth (5<sup>th</sup>) and final Supplemental Environmental Assessment (SEA) was submitted to NTIA, and a finding of no significant impact (FONSI) was issued on January 16, 2020.

### LMR Update

- Building Permit(s) Received – 43 Sites to date. There are 15 building permits remaining. Total site count remains 58 sites.
- All Ph.2 work will be completed in 2021. All Ph.4 work will be completed by March 21, 2022, according to Integrated Master Schedule dated March 15, 2020.
- Sites Eligible to Construct: (Includes Completed Sites, Sites under Construction and/or Equipment Installs and Locations).

1. APC – Junction of I-105 and I-405
2. BMT – Angeles, overlooking CA-138 and I-5
3. CCB – Compton
4. CCT – Downtown
5. CLM – Claremont
6. FCCF – 1320 Eastern Ave
7. HPK – Northern Angeles,
8. LAN – Lancaster Sherriff Station
9. LDWP243 – Junction of I-5 and CA-14
10. LASDTEM – Temple City
11. LA-RICS HQ, - Monterey Park
12. MLM – Mira Loma Detention Center
13. MMC – Palmdale – Sierra Pelona Mountain Way
14. MVS – Whittier
15. ONK – Oat Nike
16. PHN – Puente Hills
17. PLM – Palmdale
18. SDW – San Dimas Water Tank
19. TPK – Gorman
20. VPK – Verdugo Peak – Glendale
21. SGH – Signal Hill
22. MIR – Mirador
23. BKK - West Covina
24. OAT – Nike
25. AGH – Agoura Hills
26. INDWT – Industry Water Tank
27. BHS – Baldwin Hills
28. RIH – Rio Hondo
29. CRN – Cerro Negro
30. POM – Pomona Courthouse

**AGENDA ITEM C**

- 31. DPW038 – Water Works Substation 038
- 32. UCLA
- 33. Del Valle Training Center
- 34. RHT – Rolling Hills Transmit
- 35. GMT – Grass Mountain
- 36. JPK2 – Johnstone Peak 2
- 37. PRG – Portal Ridge
- 38. WMP – Whitaker Middle Peak

- 39. WTR – Whitaker Ridge
- 40. LPC – Loop Canyon
- 41. MML – Magic Mountain Link
- 42. PMT – Pine Mountain
- 43. MDI – Mount Disappointment

<b>LA-RICS GRANT STATUS</b>					
<b>Grant</b>	<b>Award</b>	<b>Costs Incurred/NTP Issued</b>	<b>Invoiced / Paid</b>	<b>Remaining Balance</b>	<b>Performance Period</b>
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$32,473,444	\$-	\$-	5/31/21
UASI 19	\$35,000,000	\$8,520,932	\$-	\$-	Not yet awarded
BTOP	\$154,640,000	\$134,996,481	\$127,687,833	\$26,952,167	

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

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

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled, and the current infrastructure utilized wherever practical.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. Additionally, the Authority is analyzing twenty-six (26) sites for the purpose of augmenting the FirstNet deployment in the region. All sites in both the LMR and LTE augmentation will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

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

## *Location:*

2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

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



**Monthly Report No. 96**

**For April 2020**

**Submitted May 1, 2020**

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**AGENDA ITEM D**

# LTE UPDATES

- No new activity

## Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:
  1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
  2. Ensure internal LA-RICS operational aspects are in place
  3. Develop and Implement Policies

## LTE Round 1 Updates

- Construction and testing of LTE Round 1 (LTE1) sites are complete. Final SAA negotiations continue with AT&T and site owners as AT&T continues their efforts to complete site improvements to tie the LTE1 sites into the NPSBN System.

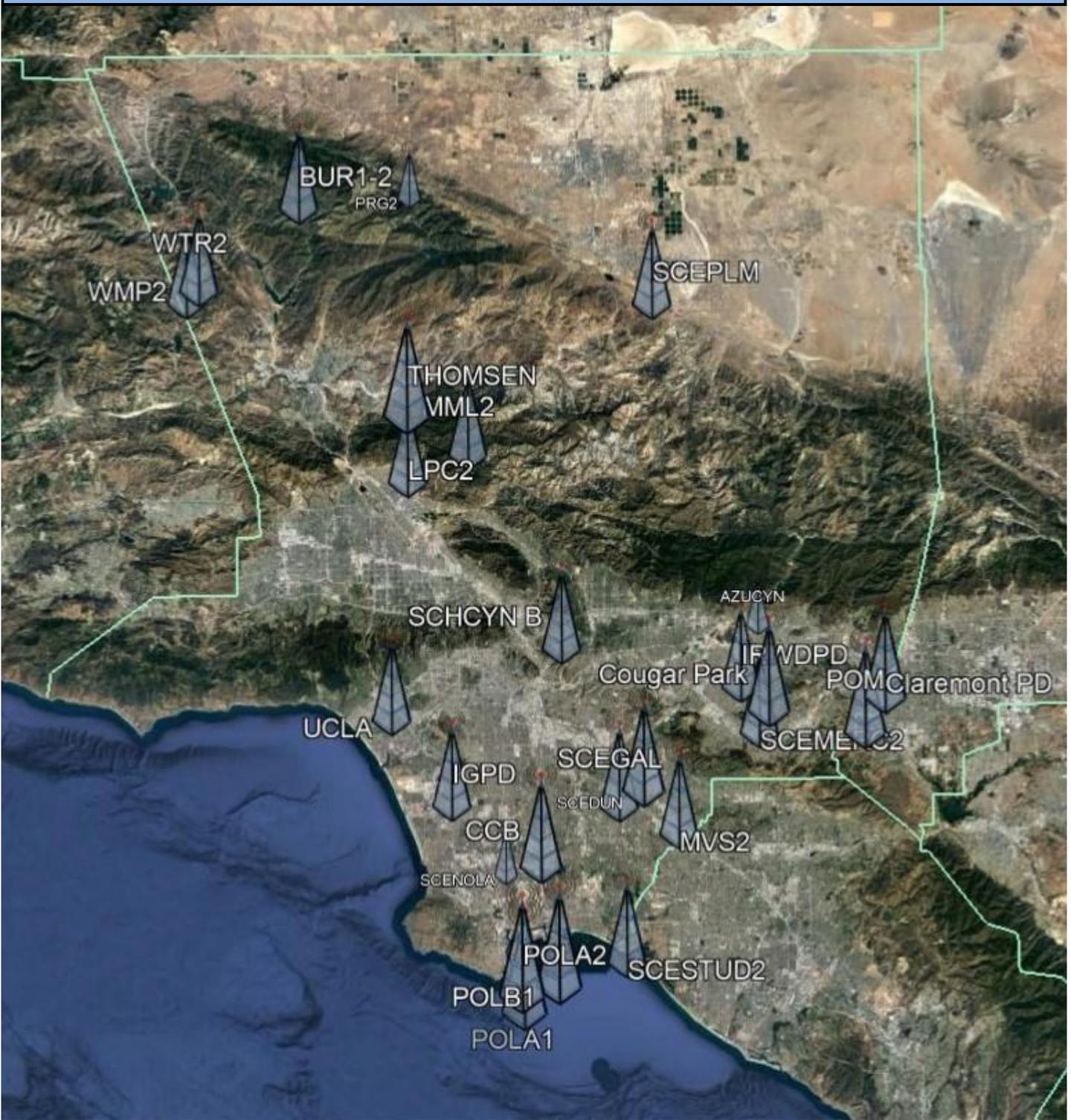
## Special Events

- No new activity.

## LTE Round 2 Updates

- Building permit submittals have been made for Twenty-six (26) sites.
- Four (4) building permits have been issued to date. IGPD, MVS2, COUG and AZUCYN.
- All Twenty-six (26) sites have gone out to bid and bids were returned for sites.
- Twenty-one (21) of the sites have contractors awarded to date.
- Twenty-five (25) sites are planned to start construction in May 2020.
- Zero recordable injuries to date.
- Current contractors are in good standing and following labor compliance guidelines.
- Zoning applications were submitted to Los Angeles County on Feb. 27 for the THOMSEN site, and to the City of Claremont on March 4 for the CLRMPD site.
- The Authority continues its efforts in coordinating and participating in multiple weekly meetings with AT&T RAN, and AT&T Construction and Engineering to ensure the schedule and scope of work are identified appropriately. A request for performance extension was made to NTIA to account for COVID-19 Pandemic. NTIA has indicated that they will review the request and issue a response.
- Special Award Condition (SAC) compliance reporting was submitted for CY 2020-Q1 on April 16.
- Environmental compliance monitoring of construction activity began at Site AZUCYN.

# LTE SITES



## LMR UPDATES

### Environmental Update

- Continued to review PNS' and FCS' pre-construction forms and weekly and daily compliance reports and attend a weekly compliance meeting.
- Have accomplished Worker Environmental Awareness Program (WEAP) training for 1,150 persons as of April 16,2020.
- Continued to provide condor hazing training to environmental monitors at active LMR sites on the Angeles NF. The USFS has complimented the LA-RICS Team for its strict adherence to compliance and professional approach in Special Use Permit management. Specifically, the USFS noted that the California Condor management and hazing at the WMP site has gone very well and has plans to use our reports for future training initiatives by the forest.
- Received notice of a categorical exclusion approval by FAA at site SPH. Currently working with FEMA to complete their EHP documentation requirements for the site.

### Permitting Support

- Authority, Jacobs, and MSI personnel met with DRP staff to submit seven of the eight California Coastal Commission sites to the Department of regional planning, the last submission was made on 9/12/2019. To date all the first-round review comments have been received by the Project Team and some comments have proven difficult to resolve such as selecting a cost-effective alternative to color stained chain-link fence.
- The Decision Memo for the 13 LMR sites on the ANF was issued by the Angeles National Forest (ANF) on October 31st, 2019. USFS released leases for the Batch 1 sites (LPC, MML, PRG, WMP, and WTR) on February 7<sup>th</sup>, 2020 accompanied by a joint LA-RICS-USFS press release on February 12<sup>th</sup>, 2020; it released leases for three Batch 2 sites (JPK2, MDI, and PMT) on February 18<sup>th</sup>, 2020 and a fourth site (GMT) on February 26<sup>th</sup>, 2020. USFS has released the lease for Site FRP on March 31. The plan of development for Site MTL2 was submitted April 3 and the lease for MTL2 is expected back from USFS Early May 2020. Construction on sites GMT, JPK2, PRG, WMP, and WTR is underway. Construction at LPC, MDI, and MML are planned to start construction Early May 2020. Construction at FRP is pending snow melt in order to access the site, anticipating end of May 2020 for work start.
- In the month of April there has been a particular focus on ensuring that the microwave equipment complies with the USFS requirements for coloration.

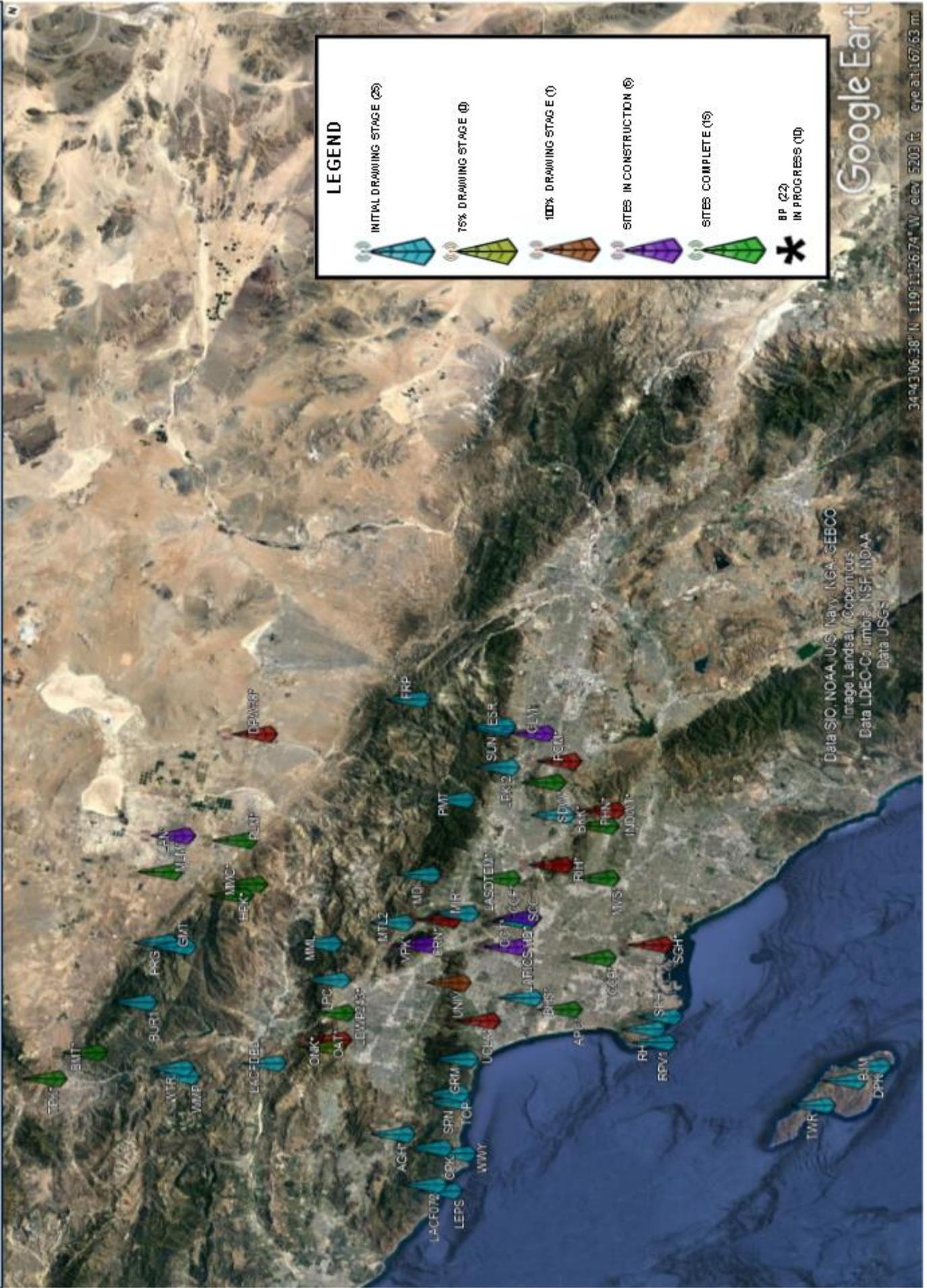
### Site/Civil

- The LMR program has entered the into its most active construction season despite the complications brought on by COVID-19 Pandemic. MSI will have fifteen (15) active sites in May 2020 four (4) of which are colocation projects with LTER2 in the USFS. On April 6<sup>th</sup> the Authority transmitted formal letter to MSI requesting that action be taken to correct the Integrated Master Schedule (IMS) submission process, citing that "smart sheets" updates are not acceptable and the IMS must be delivered once per month the last Thursday of the Month. MSI complied with the request and added baseline Phase 4 scope that was previously not scheduled. The overall finish date of the program only extended by approximately four (4) days, still keeping a March of 2022 LMR System completion. Several meetings were held in the month of April to align expectations on process. A refresher training for change management was provided to the contractor and LA-RICS Staff. Several meetings were held as it pertained to hazardous soil management processes and schedule updating processes. In the Month of April there was several rain days, however the contractor did not indicate that the rain had caused delay to the scheduled work. MSI's construction subcontractor did have a lapse of their general contractors' license 'B' for a week, but the license was swiftly reinstated and MSI has elected to continue to utilize that contractor for the Phase 2 build out of sites.
- MSI efforts to complete drawings and submit sites into the jurisdiction for building permits is an on-going challenge for MSI and its design build partners. The Authority has continued on the momentum built in February and March 2020 where prioritized lists were delivered to the Department of Public Works at LA County. The continued communications with department have helped to keep RTI (permit issuance) on track with projections. In March of 2020 the Authority re-instated the contractual process of drawing review and have not experienced a slowdown in progress. Notice to Proceed No. 033 was issued April 27<sup>th</sup> which included authorization to proceed on all future approved change order requests. This NTP was issued to stream line documentation and allow for more efficient work flow.
- Forty-five (45) building permit applications have been made to date (LACFDEL, PHN, BMT, HPK, LDWP243, LASDTEM, FCCF, APC, CCB, CCT, PLM, MLM, MVS, ONK, LARICSHQ, CLM, MMC, TPK, VPK, POM, LAN, CRN, SDW, SGH, DPW038, OAT, UCLA, INDWT, AGH, BKK, MIR, BHS, BUR1, FRP, GMT, JPK2, LPC, MDI, MML, PMT, PRG, WMP, WTR, RIH and RHT) and forty-five (45) of the forty-five (45) sites have permits issued to date. MSI has elected to split permits at a number of project sites in the program for various reasons. An example of splitting the Ph. 2 scope into multiple permits is at RHT, where there is a "civil work" building permit issued, but the antenna support structure scope is an entirely separate permit and the electrical distribution scope is also a separate permit.

## LMR UPDATES Continued

- Below is an update of the remaining LMR sites and their projected permit submission dates based on Motorola's Microsoft Projects schedule data date 3/28/2020. SPN 5/14/20, TWR 5/21/20, TOP 4/1/2020, CPK 4/3/2020, DPK 5/29/20, BJM 5/22/2020, LACF072 5/7/20, RPVT 6/25/20, ESR 5/20/2020, MTL2 5/5/20, GRM 4/29/2020, SPH 8/20/2020, UNIV 4/16/2020.
- As of 4/30/2020 there are fifty-two (52) executed SAA's.  
Those sites remaining are ESR, MTL2, RPVT, TWR, BJM, and DPK.

# LMR SITES





## **Monthly Report #80**

**Reporting Period: 3/26/2020 thru 4/23/2020**

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

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM D**

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## 1. Executive Summary

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

The LA-RICS LMR program is currently in Phase 1 LMR System Design, Phase 2 Site Construction and Site Modifications, and Phase 3 Supply LMR System Components. Notices-To-Proceed numbers 1 through 16 have been issued authorizing distinct work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”, “Portable Radio Equipment”, alternate sites “Project Descriptions”, “Frequency Licensing for the Base System”, “Bridge Warrant for Early”, “Retuning of SOW & Station B UHF Frequencies”, “Project descriptions for Nine Potential Replacement Sites” and “LMR System Redesign and Relocation of Core 2”.

On April 25 the Authority executed **Amendment 17** to make necessary changes to Phase 1 for additional project descriptions, to make changes to reflect the Work in the applicable Phases for the change in the number of sites in the LMR system, to exercise the Unilateral Options for all Work pertaining to Phases 2-4.

On April 27, 2016 the Authority issued **NTP17** authorizing specific Work related Phases 2, 3, and 4 for ten (10) LMR sites.

On May 4, 2016 the Authority executed **Amendment 18** to make necessary changes to Phase 1 for additional project descriptions and to make adjustments to Phase 1 services to accommodate additional sites.

On May 5, 2016 the Authority Board of Directors approved **Amendment 19** to remove one (1) site from the system and to reconcile equipment quantities for certain LMR sites. **Amendment 19** was executed with an effective date of May 5, 2016.

On June 2, 2016 the Authority issued **NTP18** authorizing Work to develop Project Descriptions for two LMR sites.

On September 8, 2016 the Authority Board of Directors approved **Amendment 20** to reconcile nine (9) LMR Sites to reflect the updated LMR System Design, inclusion of 3D modeling drawings, and remove certain Site Lease Exhibits from the contract.

On October 6, 2016 the Authority Board of Directors approved **Amendment 21** to reconcile ten (10) LMR sites to reflect the updated LMR System Design, replace one (1) LMR site with a new site, remove five (5) Project Descriptions from the contract, and make administrative cost changes to one (1) LMR site.

On October 11, 2016 the Authority issued **NTP 19** authorizing specified Work related to Phases 2-4 for nine (9) LMR sites.

On November 3, 2016 the Authority Board of Directors approved **Amendment 22** to reconcile three (3) LMR sites to reflect the updated LMR System Design and to make administrative changes to Exhibit F (Administration of Agreement). On December 12, 2016 the Authority issued **NTP 20** authorizing specified Work related to Phases 2-4 for two (2) replacement LMR sites along with Special Operations Testing for DTVRS, ACVRS, LARTCS, and NMDN.

On December 12, 2016 the Authority Board of Directors approved **Amendment 23** to authorize specified Work related to Phases 2-4 for ten (10) LMR sites.

On December 2, 2016 the Authority issued **NTP 20** authorizing Phase 2-4 work at two (2) sites; and specified pre-installation acceptance testing for DTVRS, ACVRS, LARTCS, NMDN, and final core staging and SOT Prep.

On December 19, 2016 the Authority issued **NTP 21** authorizing specified Work related to Phases 2-4 for Six (6) LMR sites; all remaining work in Phase 2-4 at one (1) site; and all work related to ACVRS equipment in Phase 3 for six (6) sites.

On January 12, 2017 the Authority Board of Directors approved **Amendment 24** reconciling the following five (5) LMR System Sites (CLM, LACFDEL, LARICSHQ, WMP, and WTR) to align with the updated System Design.

On March 2, 2017 the Authority Board of Directors approved **Amendment 25** reconciling the following six (6) LMR System Sites (AGH, VPK, BMT, CRN, MVS, and ONK) to align with the updated System Design. This Amendment also acknowledges three (3) sites (BHS, DPW38, and RPV1) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On March 31, 2017 the Authority issued a Supplemental **NTP 21** authorizing specified Work related to Phases 2-4 for Seven (7) LMR sites (AGH, CRN, MVS, ONK, TPK, VPK, and LDWP243).

On April 6, 2017 the Authority Board of Directors approved **Amendment 26** reconciling the following seven (7) LMR System Sites (BUR1, JPK2, LPC, MDI, MML, MTL2, and PRG) to align with the updated System Design. This Amendment also acknowledges one (1) site (LAN) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 1, 2017 the Authority Board of Directors approved **Amendment 27** reconciling the following two (2) LMR System Sites (FRP and PLM) to align with the updated System Design. This Amendment also includes two (2) sites (BKK and UCLA) into the scope of Phases 2, 3, and 4 to align with the updated LMR System Design.

On June 29, 2017 the Authority issued **NTP 22** authorizing specified Work related to work for Task A.1.9.1 (Mitigation Monitoring and Reporting Plan (MMRP)).

On August 3, 2017 the Authority Board of Directors approved **Amendment 28** reconciling one (1) LMR System Site (BMT) to align with the updated System Design.

On September 7, 2017 the Authority Board of Directors approved **Amendment 29** reconciling one (1) LMR System Site (POM) to align with the updated System Design and to make changes necessary to reflect LMR Change Order Modifications.

On September 14, 2017 the Authority issued **NTP 23** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On September 25, 2017 the Authority issued **NTP 24** authorizing specified Work related to Phases 2-4 for Five (5) LMR sites.

On November 9, 2017 the Authority Board of Directors approved **Amendment 30** reconciling seven (7) LMR System Sites (BUR1/DPW38/FRP/JPK1/MIR/MML/RHT) to reflect the updated LMR System Design for these sites. This Amendment also includes one (1) LMR System Site (UNIV) into the scope of Phases 2, 3, and 4 to align WITH THE UPDATED LMR SYSTEM Design.

On December 20, 2017 the Authority issued **NTP 25** authorizing specified Work related to Phases 2-4 for Eighteen (18) LMR sites – with the exception of ACRVS and NMDN equipment order. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On February 28, 2018 the Oversight Committee approved **Amendment 31** approving Change Order Modifications in the amount of \$19,573.00.

On March 6, 2018 the Authority Board of Directors approved **Amendment 32** reconciling three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in this Amendment No. 32.

On May 30, 2018 the Authority Board of Directors approved **Amendment 33** to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490.

On June 15, 2018 the Authority issued **NTP 26** authorizing all Work related to Phases 3 for Twelve (12) LMR sites – with the exception of the Phase 3 ACRVS equipment which was previously captured in NTP25. This NTP also authorized Motorola to proceed with Work for Task 6 Multiprotocol Label Switching (MPLS) Mobile Backhaul.

On July 31, 2018 the Authority Board of Directors approved **Amendment 34** to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early

Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in this Amendment No. 34.

On August 28, 2018 the Authority issued **NTP 27** authorizing Work related to Phases 2-4 for the LMR INDWT LMR site, extension of the bridge warranty for certain deployed/specified equipment under previously approved Amendments until December 31, 2019.

On October 11, 2018 the Authority Board of Directors approved **Amendment 35** to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of 1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes set forth in this Amendment No. 35.

On November 1, 2018 the Authority Board of Directors approved **Amendment 36** to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design; (b) the inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3(Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design; (c) incorporate an LMR Change Order Modification; (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in this Amendment No. 36.

On December 20, 2018 the Authority issued **NTP 28** authorizing Work related to Phases 2-4 for seventeen (17) sites – BJM, DPK, GMT, GRM, LPC, MDI, MTL2, PRG, PMT, RIH, RPV1, SPH, SPN, TWR, WMP, WTR, and WWY. This amendment reiterated the directive to suspend the purchase of UHF DTVRS equipment and corresponding work tied to the UHF DTVRS equipment.

On February 26, 2019 the Authority Board of Directors approved **Amendment 37** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in this Amendment No. 37.

On June 11, 2019 LARICS executed **Amendment 38** to make changes necessary to reflect (a) incorporate certain LMR Change Order Modifications resulting in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in this Amendment No. 38.

On 1 August 2019, the Authority Board of Directors approved **Amendments 39 and 40**. **Amendment 39** makes changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 39 that results in a cost increase in the amount of \$73,606, (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration, and (d) make other certain changes as set forth in this **Amendment No. 39**. **Amendment 40** makes changes to (a) remove Lower Encinal Pump Station (LEPS) and Winding Way (WWY) Phase 2 through Phase 4 scope, (b) incorporate certain LMR Change Order Modifications for a cost decrease in the amount of \$10,920, (c) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increase and decrease into consideration, (d) incorporation of Channel 15 and Channel 16 Interference Mitigation into LMR System Specifications, and (e) make other certain changes as set forth in this **Amendment No. 40**.

On 3 October 2019, the Authority Board of Directors approved **Amendment 41**. **Amendment 41** makes changes necessary to (a) incorporate Land Mobile Radio (LMR) Change Order Modifications for a cost increase in the amount of \$255,975 as further described in this **Amendment 41**, and (b) increase Maximum Contract Sum in the amount \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration.

On 15 January 2020, the Authority Board of Directors approved **Amendment 42**. **Amendment 42** makes changes necessary to (a) revise Exhibit B.1, Section 4.1 (Acceptance Testing), (b) revise Exhibit C.1 (LMR System Payment Summary) to reflect the payment revisions contemplated in this **Amendment 42**, (c) revise Exhibit C.4 (Phase 3 – Supply LMR System Components) to reflect the reduction in certain Pre-Installation Acceptance Test costs, (d) revise Exhibit C.5 (Phase 4 – LMR System Implementation) to reflect reduction in costs in connection with the modified ATP, (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, (f) revise Exhibit C (Schedule of Payments) to include Exhibit C.20 (LMR Bridge Warranty), and (g) revise Exhibit D (LMR System Maintenance and Warranty), Section 9, replacing it with Bridge Warranty for Specified Equipment included in this **Amendment 42**, (h) revise Exhibit D.2.1 (Motorola Customer Support Plan) to reflect updated information which is incorporated in this **Amendment 42**, and (i) revise Base Document, Section 8.1 (Maximum Contract Sum and Contract Sum – General) by a decrease in Maximum Contract Sum in the amount \$6,445,029 from \$296,526,664 to \$290,081,636 when taking the cost decrease into consideration.

On 5 March 2020, the Authority Board of Directors approved **Amendment 43**. **Amendment 43** makes changes necessary to (a) reflect a reconciliation of certain equipment reductions which results in a cost decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications for three microwave links that results in a cost increase in the amount of \$185,344; (c) increase the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in this **Amendment No. 43**.

On 26 March 2020, the Authority Board of Directors approved **Amendment 44**. Amendment 44 revises

the Agreement to reflect a reconciliation of certain LMR Change Order Modifications for a cost increase in the amount of \$2,609, increasing the Maximum Contract Sum from \$290,216,666 to \$290,219,275.

**This report covers the period from 3/26/2020 thru 4/23/2020**

During this reporting period Phase 1 design tasks continue for the remaining LMR sites. MSI is finalizing 100% progress construction drawings with LA-RICS for 7 of 8 Coastal sites within LA County jurisdiction, in anticipation of LA-RICS and LA County Department of Regional Planning (DRP) permission to submit the design packages to plan check ahead of site zoning approvals. In parallel, the Coastal zoning application developments continues with revised applications, in response to DRP comments, resubmitted for Coastal site CPK, together with additional information requested for Catalina Coastal sites BJM, DPK, and TOP. In this period, DRP returned the LACF072 zoning application package with review comments. GRM Coastal site, within the City of Los Angeles jurisdiction, is at 100% Progress construction drawings with comments received from LA-RICS in advance of permit package submission. Special Use Permits (SUP) or Communications Use Leases for the final 3 of 13 USFS sites (BUR1, ESR, and MTL2) are now expected in April and May 2020. LA County DRP has issued 9 site building permits, with the PMT site package and BUR1 shelter relocation supplement still under review with the plan checkers. ESR and MTL2 100% progress construction drawings are being revised and finalized between MSI and LA-RICS teams. Motorola and its partners continue design, engineering and construction work despite the COVID-19 pandemic.

Construction work continues at five USFS sites (GMT, JPK2, PRG, WMP, and WTR). FRP's USFS construction permit has been approved by LA County DPW. LPC and MML sites are expected to commence construction in the next period following subsurface soil testing.

The Authority and MSI senior management team continue to meet bi-weekly to review and manage the project's critical path schedule. On April 23, 2020 the MSI and LA-RICS team reviewed the current project schedule with its refinements for Phase 4 activities details, interference mitigation, and multiple earlier cutovers by cell for users.

**LMR System Design**

System design activities for this period include Los Angeles Regional Tactical Communications System (LARTCS) design, system management and monitoring system (SMMS) design, and incorporation of early user cutovers into the LMR System engineering design activities.

LA-RICS is working with the agencies for LASD narrow banding and LA County Fire Channel 14 voice cutover to Channel 16. To maintain the project schedule, the narrow banding was originally targeted to be completed by August 2020. MSI was informed on 2/24/20 by LA-RICS that LASD will only narrowband Channel 16 legacy systems that will remain in long term operation. MSI and LA-RICS met to evaluate the impact to the planned frequency migrations and overall project schedule. The reduced number of available frequencies for optimization, based on LASD's current narrow banding plans, requires a project schedule re-planning with early user cutovers to the LMR System by cell rather than a single cutover following completion of acceptance tests. This meeting on the schedule refinements was held with LA-RICS on April 23, 2020.

LA-RICS and MSI are working to resolve the requirements arising out of the USFS Decision Memo and ~~individual site SUPs to address aesthetic (visual impact) measures restricting RF antenna and MW dish~~

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colors or finishes. A subset of the microwave (MW) dish models, some already procured, deviate from the USFS requirements. MSI has identified those MW antennas and/or radomes that can be procured in the required colors or modified via powder coating in the field. For those that cannot be readily modified, MSI and LA-RICS are coordinating a proposal for waivers to be presented to USFS. MSI has developed a similar color availability assessment for RF antennas and continues to seek waivers for these selections to minimize performance and schedule impacts.

System Management and Monitoring System – The joint technical teams continue to review the need for implementing additional alarms at sites with existing on-site alarm monitoring, on a site by site basis. The team reviewed a draft acceptance test plan and was provided screenshots of how alarms can be verified using the element managers as part of the acceptance test plan (ATP). The SMMS ATP is in review by LA-RICS for approval. A work acceptance certificate for a revised SMMS Description has been presented to LA-RICS for approval with comments received by LA-RICS regarding the NMDM subsystem.

System Upgrade to Version 7.18 – MSI completed core site upgrades in January and upgraded LA-RICS dispatch center logging consoles during the first three weeks of February. Upgrades of the equipment in two communications trailers (Site on Wheels and Station B) were addressed in this period.

### **LA-RICS Deliverables - Authority Site Access Agreements**

Authority's efforts to develop and execute the applicable Right of Entry and Site Access Agreements (SAA) for the remaining sites in the LMR design are ongoing. This activity is primarily being driven by the Authority's Site Access Team in conjunction with LA County CEO Real Estate Division. As of this reporting period (41 out of 59) Site Access Agreements have been executed. USFS Communications Use Leases (aka SUPs) are remaining to be executed for 2 USFS sites (BUR1 and MTL2), with FRP SUP received in this period. The 7 Coastal Development Packages are still outstanding, with applications all submitted, and LA-RICS waiting final comments or approvals, and subsequent scheduling of public hearings for each site.

### **Site Design Activities**

LMR sites not yet permitted include 4 of 13 USFS sites (ESR, BUR1 site layout revision, PMT, and MTL2), 8 Coastal sites, and other sites including RPVT, UNIV (2 locations, 2 separate jurisdictions), and SPH. USFS Site FRP received LA County DRP construction permit approval, in this period, following the receipt of the USFS SUP. MTL2 100% Progress construction drawings have been submitted to LA-RICS and MSI has received comments to incorporate prior to submission to plan check. MIR and RHT site's tower supplements were approved in the period, with both sites civil packages previously approved by DRP. MIR site's shelter and generator foundations are currently under construction. Motorola continues to respond to LA County DPW plan check comments for PMT. Currently the DPW plan checkers are telecommuting and provided a new digital process for receipt by MSI of approved permit packages.

LA-RICS determined that the BUR1 Site will be powered by alternate primary power in lieu of the more expensive SCE utility power to the site. LA-RICS has taken on the turnkey responsibility of providing power to the BUR1 site. BUR1 site layout, relocating the LMR shelter, has been reviewed by LA-RICS and resubmitted to DRP for plan check. The road to the MTL2 site, sections of which are in need of repair, remains a challenge. MSI has provided several quotes and proposed measures to address various road access alternatives. MSI is awaiting LA-RICS decisions on how to appropriately minimize impact to protected oak trees along the road, and to coordinate appropriate permits for the road access repairs

In addition to scheduling subsurface testing at LPC and MML, full construction starts are pending road maintenance completions to access these sites.

Lease exhibits and zoning drawings continue to be refined for the following replacement sites, coordinating these with their respective site owners: San Pedro Hill (SPH) and Los Verdes Golf Course (RPVT). Two of the Catalina sites require plant restorations plans and alternate fencing (chain link and barbed wire fencing are prohibited) that LA-RICS has to resolve with the Santa Catalina Island Conservancy. MSI continues to assist LA-RICS in support of its desired zoning exemptions for the CPK and TOP Coastal sites, originally forecast to be a four month process and granted in January 2020.

GRM site construction progress drawings have been refined with geotechnical drilling data that was delayed by the execution of a lease agreement with State of California Parks. GRM 100% Progress construction drawings have been reviewed by LA-RICS with MSI updating the package prior to submission to LA County DRP. Universal (UNIV) 100% Progress Construction Drawings for both locations have been provided to LA-RICS for review and comments. BKK Phase 2 civil work has been completed including sufficient power to the site. LA-RICS has requested a more robust BKK permanent power solution, including a transformer upgrade, under a separate permit to support LA-RICS and another tenant. MSI and LA-RICS continue to negotiate change orders associated with the MIR site. MSI has proactively and in good faith moved forward with the design updates and construction is in process.

13 site design packages remain to be submitted to LA County DRP, including the one of two UNIV locations. The UNIV Citywalk equipment locations are under the LA City jurisdiction for permitting.

### **Pre-Construction Activities**

The construction teams continue to address road accessibility to sites LPC, MML, and MTL2, with road access and subsurface soil testing at the first two sites gating construction work starts. The teams continue to prepare for work starts at upcoming sites: FRP, RHT, LPC, MML, RIH, and BHS. Towers for USFS sites are ready to ship from the manufacturer: PRG, MML, LPC, WMT, and WTR.

### **Construction Activities**

During this reporting period, Phase 2 construction tasks continue. 28 of 59 (includes 2 UNIV locations) sites are substantially complete with 5 sites under construction. BHS, LPC, MML, and RIH are delayed due to road access issues and/or soil testing requirements. Staking in advance of constructions has been conducted at BHS and LPC sites. To date, 16 of 44 new towers have been erected. 28 of 57 shelters or equipment rooms are complete. MSI is working with LA-RICS to obtain Phase 2 construction completion acceptance by sites, as Phase 2 civil site work is completed. MSI has submitted over 20 Phase 2 Construction Closeout Packages and has been working to mutually agree on content and format since last October. LA-RICS has reviewed and commented on the initial group of Phase 2 site documents, but it has yet to formally approve any of them.

The site construction at UCLA is substantially complete under UASI 2017 grants with power to the site yet to be provided by UCLA. Construction teams are completing utility runs and associated work on behalf of LA-RICS to AGH and LACFDEL. LA-RICS continues to address easements needed by the electrical utility to bring commercial power to numerous sites. The lack of these utility easements is delaying completion of

Phase 2 construction completion at several sites, including AGH.

### Equipment Supply

MSI responded to a Request for Quote to evaluate the potential RF subsystem reduction and re-use of delivered LMR equipment originally intended for certain sites. MSI has begun staging plans for 4 UASI 2018-funded sites in April. MSI has also ordered supplemental software, licenses, and equipment for SMMS.

### System Implementation

MSI contractors continue to install RF and microwave antennas and lines at sites, install and configure low-voltage site alarms, and configure RF equipment. Initial Phase 4a internal site audits and checks were completed.

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

Category	Rating	Change	Comments
Schedule			A new August 2019 baseline for the master schedule has been approved 12/5/2019. The current schedule shows LMR System Acceptance on 3/21/2022. Activity sequencing and durations for SMMS, NMDN, Frequency Licensing and Coordination, and Backhaul Sequencing was reviewed with LA-RICS on 4/23/2020. Follow up meetings will be conducted to evaluate impact on final LMR System acceptance.
Risk			Risk items have been identified regarding: zoning approval process, Site Access Agreements, plan check approval process, spectrum, narrow banding, Channels 15 and 16 interference, site power, and site conditions. FEMA independent site environmental approvals required. Additional USFS site environmental mitigation measures (RF and MW antennas).

## 2. Project Status

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

### 2.1 Tasks in Progress or Completed

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

Site ID	Activity Name	Activity Status
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System	7.18 Upgrade	Complete
AGH	Install Power Infrastructure	Complete
BMT	Site Complete with Power	In Process
CLM	Civil Site Audit Walk and corrections addressed	In Process
JPK2	Construction Start / Mobilization	Complete
GMT	Construction Start / Mobilization	Complete
UCLA	Install Power Infrastructure	Complete
MIR	Construction Drawings – Tower relocated per LA-RICS request with tower supplement in LA County DPW review	Complete
System	DTVRS UHF, LARTC, ACVRS Licensing and Frequency Plan	In Process

## 2.2 Tasks Planned for Next Period

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

Site ID	Activity Name	Activity Status
BHS	Construction Start / Mobilization	Planned
BKK	Install Microwave Dishes and Outdoor Units	Planned
CLM	Phase 2 Customer Acceptance with Power On	Planned
CRN	Install Antennas & Lines, Fixed Network Equipment	Planned
DPW38	Phase 2 Customer Acceptance (less Utility power)	Planned
LPC	Subsurface Soil Testing, Construction Start / Mobilization	Planned
MLM	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
MMC	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
ONK	SCE Installation of Commercial Infrastructure, set Power Meter	Planned
RIH	Construction Start / Mobilization	Planned
UCLA	UCLA to provide electrical power to site	Planned

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Parameters	Authority	High	Site parameters (e.g. tower heights, RF equipment configurations) are different from the baseline agreement and may impact System performance.	Active
Environmental Process	Authority	High	The individual determination of environmental impacts or mitigation may impact the schedule for site work (e.g., bird nesting season). Individual environmental releases from FEMA are required to start work at sites.	Active
Delayed Drawings and Permit Release	Motorola & Authority	High	Site changes and System redesign elements are impacting drawing progress for certain sites, including the coordination of 3 <sup>rd</sup> party components (antennas, dishes).	Active
Site Access Agreements	Authority	Med	Lease holders approvals are needed in order to implement LA-RICS improvements. Utility easements are required to provide power to sites.	Active
Project Schedule	Authority & Motorola	High	Critical path elements include receipt of SAAs, Coastal sites zoning application approvals, provision of utility power at sites, and completion of replacement site designs and permitting. Timely execution of interference mitigation, narrow banding, functional and coverage testing to achieve System Acceptance in March 2022.	Active

### 4. Areas of Concern

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

ID	Event / Circumstance	Remedial Action Taken or Required
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights and undetermined site parameters at several of the sites will impact the coverage. System design efforts will determine system impacts. Impact includes, microwave backhaul, equipment reconfigurations, channel plan changes, system coverage, licensing, and site design and permitting.

## 5. Disputes and Claims

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

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None at this time		

## 6. Financial Status

The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid.

Invoice Payment Category	Invoice Payment Totals (\$)
Contract Sum Full Payable Amount (Phases 1-4)	159,705,369
Cumulative Invoice Payments from Last Report	90,720,045
Total Invoice Payments This Period	7,777,607
Remaining Amount to be Paid	61,207,717

## 7. LA-RICS Master Schedule

A new August 2019 baseline for the master schedule has been approved 12/5/2019. The most recent weekly master schedule update has a data date of 4/18/2020.



# 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 7, 2020

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 Public Safety Broadband Network (PSBN) and Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

Municipality	Meeting Date
<i>Meeting with Agoura Hills residents</i>	March 31, 2020
<i>Meetings with representatives from AT&amp;T</i>	April 1, 8, 9, 13, 15, 22 and 29, 2020
<i>Meeting with Glendale Fire Chief an AT&amp;T representative</i>	April 7, 2020
<i>Meeting with Glendale Police Chief an AT&amp;T representative</i>	April 8, 2020
<i>Meeting with Port of Long Beach Risk Manager</i>	April 16, 2020
<i>Meeting with Montebello Police Chief</i>	April 17, 2020
<i>Meeting with Glendale City Manager</i>	April 17, 2020
<i>Meeting with County Supervisor Kathryn Barger's Justice and District Deputies</i>	April 23, 2020
<i>Meeting with representatives from San Gabriel Police Department</i>	April 30, 2020
<i>Door to door outreach to residents near LTE2 site MVS2</i>	April 30, 2020

Members from the LA-RICS Team conducted an outreach meeting with Agoura Hills residents David and Amber Tuyoy to discuss easement access to LMR site AGH.

Various meetings continued in the month of April with AT&T to discuss ongoing Technical and Program Management concerns, Transfer Transition logistics, Checkpoint Calls,

**AGENDA ITEM G**

Round 2 Specifications and Site Leases, Assignment and Assumption Agreements, Network Coverage Review and quarterly progress review.

Executive Director Edson and AT&T representative met with Glendale Police and Fire Chiefs and the City Manager to discuss proposed LTE2 Scholl Canyon site.

Members of the LA-RICS Site Acquisition Team met with the Port of Long Beach Risk Manager Richard Baratta to discuss insurance deal points for proposed LTE2 POLB site.

Executive Director Edson met with Montebello Police Chief to discuss proposed LTE2 MNTBLPD site.

Members of the LA-RICS Team met with Los Angeles County Supervisor Kathryn Barger's Justice and District Deputies Elisa Arcidiacono and Jarrod DeGonia to provide an update on the LTE2 Scholl Canyon site.

Members of the LA-RICS Team met with representatives from San Gabriel Police Department to discuss early onboarding opportunities.

Lastly, Volume 5, Issue 17 of the Newsletter was released on April 6, 2020.

WST:pdd



**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 7, 2020

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, 2019.

Attachment

GS:pdd

**AGENDA ITEM H**

**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, 2020 through March 31, 2020**

					<u>Fund V5A</u>
<b>Cash Balance, as of January 1, 2020</b>					\$ 2,924,545.33
<u>Description</u>	<u>Unit</u>	<u>Record Date</u>	<u>Amount</u>		
<b>Receipts:</b>					
INTEREST ALLOCATION FOR THE MONTH ENDING December 31, 2019		01/01/20	5,598.66		
INTEREST ALLOCATION FOR THE MONTH ENDING January 31, 2020		02/01/20	4,621.92		
INTEREST ALLOCATION FOR THE MONTH ENDING February 29, 2020		03/01/20	4,101.81		
<b>Total Receipts</b>					<u>14,322.39</u>
<b>Total Beginning Cash Balance and Receipts</b>					\$ 2,938,867.72
<b>Disbursements:</b>					
FY19/20-1883 SD EDSON, INC	55902	01/23/20	5,008.50		
FY19/20-1893 TELEVATE, LLC..	55902	01/23/20	16,798.00		
FY19/20-1883 SD EDSON, INC	55902	01/29/20	10,017.00		
FY19/20-SH08 COUNTY LA-RICS-SHERIFF'S	55902	01/30/20	6,156.69		
FY19/20-1902 SD EDSON, INC	55902	02/13/20	11,575.20		
FY19/20-1900 TELEVATE, LLC..	55902	02/23/20	23,324.25		
FY19/20-IS02 COUNTY LA-RICS - ISD	55902	03/03/20	199.12		
FY19/20-MH06 COUNTY LA-RICS - MENTAL HEALTH	55902	03/03/20	367.28		
FY19/20-PB06 COUNTY LA-RICS- PROBATION	55902	03/03/20	195.49		
TRANSFER OF TRANSPORTATION/TRAVEL FUNDS (FY19-20)	55902	3/3/2020	12.00		
FY19/20-1922 TELEVATE, LLC..	55902	03/11/20	31,269.25		
FY19/20-SH10 COUNTY LA-RICS-SHERIFF'S	55902	03/11/20	6,804.77		
FY19/20-SH12 COUNTY LA-RICS-SHERIFF'S	55902	03/11/20	6,264.70		
FY19/20-1931 SD EDSON, INC	55902	03/12/20	10,406.55		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR01 FIRE DEPT	55902	03/17/20	62,157.84		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR02 FIRE DEPT	55902	03/17/20	1,254.84		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR03 FIRE DEPT	55902	03/17/20	9,099.30		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR04 FIRE DEPT	55902	03/17/20	8,887.11		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR05 FIRE DEPT	55902	03/17/20	20,049.36		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR07 FIRE DEPT	55902	03/17/20	8,249.80		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR08 FIRE DEPT	55902	03/17/20	10,467.15		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR09 FIRE DEPT	55902	03/17/20	13,770.00		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR10 FIRE DEPT	55902	03/17/20	38,023.75		
TSF FR V58 TO V5A FY17 DISALLWD UASI EXP FY16/17-FR11 FIRE DEPT	55902	03/17/20	39,052.51		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR01 FIRE DEPT	55902	03/17/20	4,260.34		
FY19/20-IS04 COUNTY LA-RICS - ISD	55902	03/26/20	1,194.72		
FY19/20-DA02 COUNTY LA-RICS DISTRICT ATTORNEY'S OFFICE	55902	03/27/20	62,836.09		
<b>Subtotal - Unit 55902 - Member Funded JPA Operations Costs</b>					<u>407,701.61</u>
FY19/20-1916 AMERICAN REGISTRY FOR INTERNET NUMBERS LTD (ARIN)	55906	02/23/20	150.00		
FY19/20-IS02 COUNTY LA-RICS - ISD	55906	03/03/20	430.20		
<b>Subtotal - Unit 55906 - LTE Administrative Costs</b>					<u>580.20</u>
FY19/20-1884 VERIZON WIRELESS	55908	01/07/20	425.26		
FY19/20-SH07 COUNTY LA-RICS-SHERIFF'S	55908	01/15/20	22,816.09		
FY19/20-1889 Jacobs Engineering	55908	01/29/20	6,970.00		
FY19/20-1903 VERIZON WIRELESS	55908	02/17/20	415.88		
FY19/20-1918 SOUTHERN CALIFORNIA EDISON CO.	55908	02/23/20	14.62		
FY19/20-1906 Jacobs Engineering	55908	02/28/20	5,617.00		
FY19/20-IS02 COUNTY LA-RICS - ISD	55908	03/03/20	286.80		
FY19/20-RR02 COUNTY LARICS-REGISTRAR-RECORDER	55908	03/03/20	29,122.98		
FY19/20-SH09 COUNTY LA-RICS-SHERIFF'S	55908	03/11/20	1,600.01		
FY19/20-SH11 COUNTY LA-RICS-SHERIFF'S	55908	03/11/20	5,760.04		
FY19/20-1936 VERIZON WIRELESS	55908	03/12/20	423.72		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR01 FIRE DEPT	55908	03/17/20	27,697.04		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR04 FIRE DEPT	55908	03/17/20	22,688.43		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR07 FIRE DEPT	55908	03/17/20	19,969.74		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR09 FIRE DEPT	55908	03/17/20	17,514.90		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR13 FIRE DEPT	55908	03/17/20	13,263.87		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR16 FIRE DEPT	55908	03/17/20	20,162.55		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR19 FIRE DEPT	55908	03/17/20	20,834.25		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR22 FIRE DEPT	55908	03/17/20	19,298.08		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR25 FIRE DEPT	55908	03/17/20	18,424.35		
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR28 FIRE DEPT	55908	03/17/20	17,479.62		

Description	Unit	Record Date	Amount	
TSF FR V58 TO V5A FY18 DISALLWD UASI EXP FY17/18-FR31 FIRE DEPT	55908	03/17/20	16,243.02	
TSF FR V58 TO V5A FY20 DISALLWD UASI EXP FY19/20-1819 SCE	55908	03/17/20	2.56	
TSF FR V58 TO V5A FY20 DISALLWD UASI EXP FY19/20-1832 SCE	55908	03/17/20	3.12	
FY19/20-IS03 COUNTY LA-RICS - ISD	55908	03/26/20	645.30	
FY19/20-IS04 COUNTY LA-RICS - ISD	55908	03/26/20	6,166.20	
<b>Subtotal - Unit 55908 - LMR Administrative Costs</b>			<u>293,845.43</u>	
<b>Total Disbursements</b>				\$ 702,127.24
<b>Ending Cash Balance, March 31, 2020</b>				<u><u>\$ 2,236,740.48</u></u>



## 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 7, 2020

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

Dear Directors:

### **DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AGREEMENTS FOR LAND MOBILE RADIO AND LONG TERM EVOLUTION ROUND 2 SYSTEM SITES**

#### **SUBJECT**

This letter requests authority from the Board for the Executive Director to complete negotiations, finalize and execute real estate agreements substantially similar in form to the enclosed documents for one Los Angeles Regional Interoperable Communications System (LA-RICS) Land Mobile Radio (LMR) site and one second phase Long Term Evolution (LTE2) site, as identified in Enclosure 1. These agreements will allow the sites to be used for the construction, implementation, operation and maintenance of the Authority's LMR System and LTE2 System, which will provide public safety interoperable communications to the Los Angeles County region. The two sites and the associated agreements needed, which are presented in substantially similar form to the final documents to be executed, are as follows (attached as Enclosure 2):

- (1) A Memorandum of Understanding (MOU) with the Los Angeles County Parks and Recreation Department for one LMR site known as Los Verdes Golf Course (RPVT); and
- (2) A Telecommunications Equipment License Agreement with the Port of Long Beach for one LTE2 site known as Port of Long Beach Harbor Plaza (POLB1).

**AGENDA ITEM I**

**RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find the approval and execution of the MOU for the RPVT site with the Los Angeles County Department of Parks and Recreation which would allow the construction, implementation, operation and maintenance of the LMR System at this site are within the scope of activities previously authorized on July 11, 2019, which your Board found categorically exempt from CEQA pursuant to 14 Cal. Code Regs §§15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the LMR project and the determination that these activities are exempt from CEQA remains unchanged.
2. Find the approval and execution of the Telecommunications Equipment License Agreement with the Port of Long Beach for the POLB1 site, to allow for the construction, implementation, operation and maintenance of the LTE2 System infrastructure that will be incorporated into the First Responder Network Authority (FirstNet) Nationwide Public Safety Broadband Network (NPSBN), is within the scope of activities previously authorized on January 24, 2019 for site POLB1, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Code Regs. §§15301, 15303, 15304, and/or 15332 for the reasons stated in this Board Letter and as noted in the record of the LTE2 project, and the determination that these activities are exempt from CEQA remains unchanged.
3. Authorize the Executive Director to finalize and execute the two (2) real estate agreements identified herein, substantially similar in form to the agreements attached hereto.

**BACKGROUND**

At its May 16, 2013, Board meeting, your Board directed staff to begin negotiations with various jurisdictions for real estate agreements for the use of specific sites by the Authority for LMR and/or LTE broadband communication sites. With respect to LMR and LTE2 discussions and negotiations with the County of Los Angeles Parks and Recreation Department and the Port of Long Beach, this has resulted in the attached MOU and Telecommunications Equipment License Agreement, Enclosure 2.

Entering into the proposed agreements with the Los Angeles County Parks and Recreation Department and the Port of Long Beach, would provide the Authority with licenses to use a portion of the parties owned or leased property for use as LMR and/or LTE2 communications sites. These licensed sites would include all necessary space and easements for access and utilities to construct, implement, operate, and maintain LMR and LTE2 communications facilities. Site RPVT is needed for the LMR System. Site POLB1 is needed for the LTE2 System.

As you may recall, at your Board meeting of August 1, 2019, delegated authority was given to the Executive Director to negotiate with the County of Los Angeles Real Estate Division for the RPVT site. It was subsequently established County Parks and Recreation was the owner of this site and an agreement between LA-RICS Authority and Parks and Recreation will now be required. After months of negotiation with Parks and Recreation an agreement was reached to transfer the parcel for site RPVT to the Authority by utilizing an MOU agreement.

Additionally, at your Board meeting of February 6, 2020, delegated authority was given to the Executive Director to negotiate with the Port of Long Beach for the POLB1 site. Notification was received from the Port of Long Beach Real Estate Division that a Telecommunications Equipment License Agreement instead of the Site Access Agreement would be required. The Port of Long Beach is also requiring us to obtain Owner Controlled Insurance (OCIP) to ensure our contractors are covered in the event a claim arises during construction activity at this site.

Delegated authority is requested to execute the new agreements on substantially similar terms and conditions as previously approved by your Board for the LMR and/or LTE2 installations, and as attached to this Board letter. Granting approval for the execution of these proposed agreements will assist in keeping the LMR and LTE2 projects' schedules on track, and help make the goal of interoperable communications in Los Angeles County a reality.

A brief summary of similar relevant provisions with the County of Los Angeles and the Port of Long Beach follows below:

Agency	Number of Sites	Term	Lease Cost	Zoning Requirements	Ministerial Permitting Cost
County of Los Angeles Parks and Recreation	1	Easement will remain in effect until terminated	Gratis	Exempt	Not to Exceed \$25,000 for Parks and DPW Easement Processing Fees
Port of Long Beach	1	3 years	Gratis	Exempt	Waived

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Construction of the proposed LMR and LTE2 System Sites would allow for greater frequency flexibility and would increase radio and broadband coverage, especially in those areas where there is no current or very limited coverage. The addition of new LTE

**AGENDA ITEM I**

infrastructure at POLB1 site will also provide public safety agencies the opportunity to increase their coverage footprint for their responders as part of the FirstNet NPSBN. With increased coverage, the Authority and member agencies could use the system for testing, running coverage maps, broadcasting, and as appropriate, in their day to day operations.

### **FISCAL IMPACT/FINANCING**

The granting of non-exclusive access to the LA-RICS Authority will be on a gratis basis. The cost of the premium fees of \$1,354 for OCIP for POLB1 and the easement costs for the RPVT parcel is grant reimbursable.

### **ENVIRONMENTAL DOCUMENTATION**

#### **Site RPVT**

As the CEQA lead agency, the Authority previously determined on July 11, 2019, that design, construction, implementation, operation, and maintenance of the LMR System infrastructure at Site RPVT are exempt from review under CEQA pursuant to 14 Cal. Code Regs §§ 15303 and 15304. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment proposed at this site (1) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small 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 (2) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The analysis also demonstrated that none of the activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, at Site RPVT, the LMR project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

#### **Site POLB1**

As the CEQA lead agency, the Authority previously determined on January 24, 2019 that site POLB1 is exempt from review under CEQA pursuant to CEQA Guidelines §§ 15301, 15303, 15304 and 15332. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications

equipment and infrastructure proposed at this site (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small 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); (3) 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); and (4) qualify as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s) and the determination that these activities are exempt from CEQA remains unchanged. (Guidelines § 15300.2.).

Specifically, the LTE2 System work at this site would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility that the LTE2 System work at this site will have a significant effect on the environment due to unusual circumstances; the LTE2 System work at this site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; site POLB1 is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and LTE2 System work at this site would not cause a substantial adverse change in significance of a historical resource.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for the LMR site RPVT and for LTE2 site POLB1 in accordance with Section 15062 of the State CEQA Guidelines. In accordance with State Executive Order (EO) N-54-20, additionally, the Authority will post these Notices of Exemption on the Authority's website at <https://www.la-rics.org/documents/environmental-documents/> and submit all materials electronically to the State Clearinghouse CEQAnet web portal, the posting for which can be found at <https://ceqanet.opr.ca.gov/Search/Recent>.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

SE:wst:ppd

Enclosures

c: Counsel to the Authority

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN THE COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION AND THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR ACCESS TO LOS VERDES GOLF COURSE FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A LAND-BASED MOBILE RADIO TELECOMMUNICATION SITE**

This Memorandum of Understanding (MOU) is entered into this \_\_\_ day of May 2020, by and between the Los Angeles County Department of Parks and Recreation ("DPR") and Los Angeles Regional Interoperable Communications System Authority ("LA-RICS Authority") (individually a "Party" and collectively the "Parties") for the following purposes and subject to the following understanding for the construction, operation, and maintenance of a Land-based Mobile Radio telecommunication site ("LMR Site") at Los Verdes Golf Course ("LVGC"):

**RECITALS**

**WHEREAS**, the County is the owner of certain real property which is located at 7000 West Los Verdes Drive, Rancho Palos Verdes, CA 90275 and identified as County Assessor's Parcel Number 7588-018-903, more commonly known as the Los Verdes Golf Course ("Golf Course");

**WHEREAS**, LA-RICS requires the use of a roughly 0.065 acre portion of an unused portion of LVGC for the LMR Site.

**WHEREAS**, Los Angeles County is willing to grant to LA-RICS an easement ("Easement") for the LMR Site.

**WHEREAS**, in order to access the Easement, LA-RICS Authority and its agents must cross LVGC, an active golf course and related vegetation and infrastructure.

**WHEREAS**, the Parties wish to limit the damage and disruption caused to the golf course when the Easement is accessed.

**THEREFORE**, the Parties have entered into this MOU regarding the Easement and access to the LMR Site:

1. **Premises.** 7000 West Los Verdes Drive, Rancho Palos Verdes, California 90275. (More particularly described in Exhibit "A": attached hereto and incorporated herein by reference.)
2. **Ownership.** Premises is owned by the County and operated by American Golf Corporation ("Concessionaire").
3. **Easement.** LA-RICS Authority shall pay for all cost associated with the transfer of Easement to be recorded and processed by LA County Public Works with administrative fees not to exceed \$25,000.00. The Los Angeles County Department of Public Works ("DPW"), shall on behalf of DPR, grant to LA-RICS an Easement as described in Exhibit B for a LMR site.

4. **Project.** LA-RICS Authority plans to construct a LMR Site at the Easement. LA-RICS Authority shall install the LMR Site at its own expense and risk. In order to construct, maintain, and operate the LMR Site, LA-RICS Authority will require access across LVGC.

- 4.1 To the extent feasible, LA-RICS Authority shall avoid damage or impacts to the LVGC when constructing, operating, or maintaining the LMR Site. If it is not possible to avoid damage or impact to LVGC, LA-RICS Authority shall take all reasonable measures to mitigate and minimize damage and impacts.
- 4.2 In the event that the Faux Foliage camouflage for the LMR Site becomes damaged or faded so that it no longer provides reasonable coverage of the tower or equipment, LA-RICS Authority shall make commercially reasonable and timely repair or replacement of the Faux Foliage upon written notice from DPR.

5. **Access.** LA-RICS Authority and its designees are hereby granted access to the "LVGC" within the areas necessary for construction, operation and maintenance of the LMR Site as depicted in Exhibit "C" which will be attached hereto and incorporated herein by this reference when completed by DPW.

- 5.1 LA-RICS Authority and its contactors shall take all commercially feasible steps to avoid or mitigate damage to the golf course or improvements.
- 5.2 To the extent feasible, LA-RICS Authority shall use light vehicles (carts) to access the LMR Site.
- 5.3 To the extent feasible, when LA-RICS Authority or its contractors must use other vehicles, including heavy equipment, it shall follow these procedures:
  - 1) At no time may vehicles be driven across putting greens;
  - 2) Avoid driving vehicles over greens within 48 hours of rain fall;
  - 3) Provide County and Concessionaire 48 hour advanced notice so that irrigation can be turned off; (DPR and Concessionaire contact info)
  - 4) Lay plywood down before driving vehicles across the golf course.
- 5.4 However, nothing in this subsection shall prevent LA-RICS Authority from accessing the site for emergency repairs of the LMR Site or service of the backup generator.

6. **Term.** This MOU shall commence when executed by both Parties and shall remain in effect until terminated. This MOU can be terminated by either party by 90-day written notice. Ongoing maintenance protocols are to be negotiated with any new LMR Site operator during the 90-day period after written notice to LA-RICS Authority. After notice of termination, Parties agree to negotiate ongoing access and maintenance protocols with new LMR Site operator. DPR may terminate this MOU pursuant to any material breach of this MOU with 30-day written notice for LA-RICS Authority to cure said default.

7. **Utilities.** LA-RICS Authority shall, at its sole cost and expense, cause the installation of any utility service line required for the LMR Site, and shall be responsible for the payment of all utilities necessary for the operation of the LMR Facility.

8. **Contacts.**

LA-RICS Authority: Justin Delfino, Program Manager  
LA-RICS  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
(323) 881-8285

LVGC Operations: \_\_\_\_\_, Golf Operator  
  
( ) \_\_\_\_\_  
LVGC After Hours  
( ) \_\_\_\_\_

Parks Emergencies: Jorge Badel, Senior Golf Director  
Golf Operations, DPR  
(310) 965-8602

9. **Notices.** Each Party agrees to give the other written notice concerning any operational or other issues which may arise affecting the Party's use of the premises and the terms of this agreement as follows:

LA-RICS Authority: Scott Edson, Executive Director  
2525 Corporate Place, Suite #100  
Monterey Park, California 91754  
Scott.Edson@LA-RICS.org  
Office (323) 881-8281  
Mobile (562) 706-3964

DPR: Alina Bokde, Deputy Director  
Department of Parks and Recreation  
1000 South Fremont Ave., Unit 40  
Alhambra, CA 91803  
(626) 588-5345

10. **Costs.** LA-RICS Authority shall be responsible for the costs of acquiring the easement as specified in Section 3 of this MOU. LA-RICS Authority shall be responsible for all damage to LVGC caused by construction or operation of the LMR Site, including but not limited to reimbursement of County for all loss of play penalties suffered by County under its agreements with Concessionaire.

11. **Restoration.** LA-RICS Authority agrees to promptly repair or restore to the satisfaction of DPR any damage, or reimburse DPR for any damage, due to access to the Easement or construction activities. Should LA-RICS Authority fail to repair damages within ninety (90) days to DPR's satisfaction, DPR may have these repairs made at LA-RICS Authority sole cost and expense.

12. **Amendments.** This MOU represents the entire understanding of the Parties with respect to the use of the premises, replaces any previous written or oral understandings, and may be amended only in writing and signed by both departments.

13. **Waiver and Indemnification.** LA-RICS Authority agrees to indemnify, defend, save and hold harmless County and its Special Districts, agents, elected and appointed officers, employees and operators including American Golf Corporation (collectively called County indemnified Parties) from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS Authority's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS Authority by any person pursuant to this MOU. Notwithstanding the foregoing or any language to the contrary contained herein, LA-RICS acknowledges the high level of risk operating at the LMR Site. Permittee willingly assumes all risks that are associated with the site environment of continuous golf and recreational activities, including but not limited to flying golf balls, moving golf carts, vandalism and theft, while at LVGC and on the access to and from the Easement. LA-RICS releases the right to seek remedy or to bring legal action against the County Indemnified Parties and will hold the County Indemnified Parties harmless if any of Permittee's employees, contractors, subcontractors or agents are injured or experience some form of loss while on the Premises

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

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

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

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

14.2 **Automobile Liability insurance.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS Authority's or LA-RICS Authority's

contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.3 **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS Authority's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

14.4 **Workers Compensation.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS Authority and all risks to such persons under the MOU.

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

14.5 **Contractor Insurance Coverage Requirements.** LA-RICS Authority shall include all contractors and subcontractors as insured under LA-RICS Authority's own policies or shall provide DPR with each contractor's and subcontractor's separate evidence of insurance coverage. LA-RICS Authority shall be responsible for verifying each contractor and subcontractor complies with the required insurance provisions and shall require that each contractor and subcontractor name DPR as additional insured on its General Liability policy. LA-RICS Authority shall obtain DPR's prior review and approval of any contractor and subcontractor request for modification of the Required Insurance.

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

14.7 **Failure to Maintain Coverage.** Failure on the part of LA-RICS Authority to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which County may immediately terminate this MOU, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by LA-RICS Authority to County upon demand.

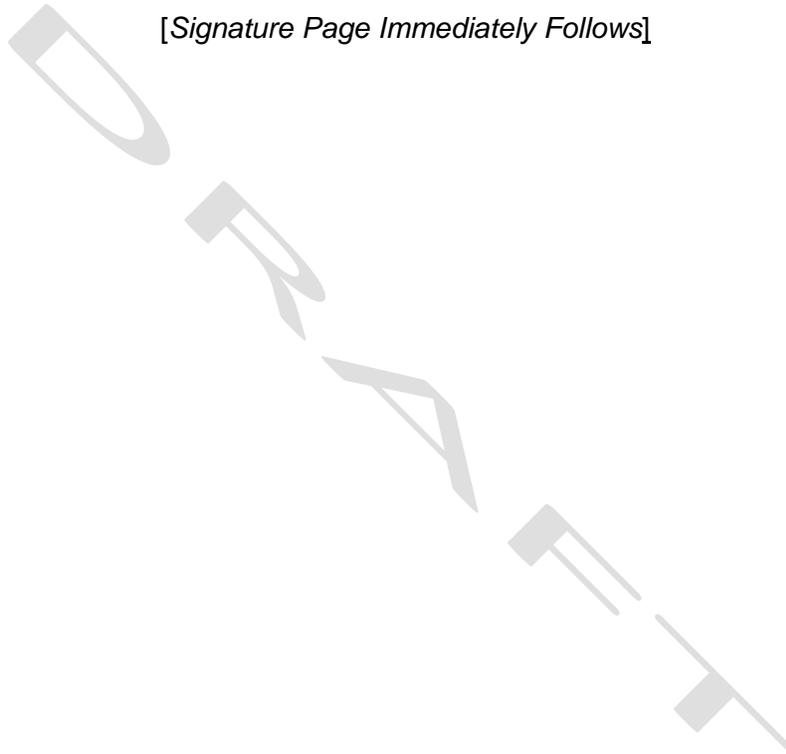
Access to the LMR Site shall not commence until LA-RICS Authority has complied with the aforementioned insurance requirements and shall be suspended during any period that LA-RICS Authority fails to maintain said insurance policies in full force and effect.

14.8 **Notification of Incidents.** LA-RICS Authority shall report to County any accident or incident relating to activities performed under this MOU which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS Authority and/or County. Such report shall be made in writing within seventy-two (72) hours of LA-RICS Authority's knowledge of such occurrence.

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

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

*[Signature Page Immediately Follows]*



In witness thereof, the County of Los Angeles Department of Parks and Recreation and Los Angeles Regional Interoperable Communications System Authority have executed this MOU or caused it to be duly executed the day and year first written above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND  
RECREATION

By: \_\_\_\_\_  
Scott Edson, Executive Director

By: \_\_\_\_\_  
Norma Garcia, Acting Director

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

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

**EXHIBIT A**  
**SITE MAP**



**Rancho Palos Verdes Tee (RPVT) Telecommunications Site**  
**Los Verdes Golf Course**  
**Rancho Palos Verdes, CA 91301**

Site ID	Facility Name	Parcel Owner	Address Line	City	State	Zip Code	Supervisory District
RPVT	Rancho Palos Verdes Tee	LA County Parks and Recreation	7000 Los Verdes Drive	Rancho Palos Verdes	CA	90275	4

**EXHIBIT B – Easement**

**(To be attached hereto and incorporated herein by reference when completed by DPW)**

**EXHIBIT C – ACCESS DESCRIPTION**



## TELECOMMUNICATIONS EQUIPMENT LICENSE AGREEMENT

THIS TELECOMMUNICATIONS EQUIPMENT LICENSE AGREEMENT (the "License Agreement") is made and entered into as of \_\_\_\_\_, 2020 pursuant to Resolution No. HD-\_\_\_\_\_, adopted by the Board of Harbor Commissioners of the City of Long Beach at its meeting of \_\_\_\_\_, 2020, by and between the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners ("City"); and Los Angeles Regional Interoperable Communications System ("LA-RICS"), a California joint powers authority ("Licensee").

### RECITALS

A. City owns an existing lattice tower and surrounding area used as a telecommunications site in the vicinity of the Port Maintenance Building, as identified on the attached Exhibit A, within the Long Beach Harbor District (the "Site").

B. Licensee is a joint powers authority funded by federal grants and desires to build out public safety grade Long Term Evolution broadband communication sites ("LTE Site") to add to the Public Safety Broadband Network ("PSBN"). In furtherance thereof, Licensee desires access to the lattice tower identified in Exhibit A as the tower site, as well as access to the City owned equipment and City owned electrical meter panel also identified in Exhibit A, for the purpose of completing the initial construction of a new FirstNet wireless communications site.

C. City is willing to grant a license to Licensee for such aforementioned limited purpose subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the promises and the mutual covenants and consideration contained and recited herein, the sufficiency of which is acknowledged by all parties, the Parties agree as follows:

### AGREEMENT

1. Grant of License.
  - 1.1 Tower Space. Subject to Paragraphs 1.3 and 4.1 below, and

the provisions of this License Agreement, City hereby licenses to Licensee, space on the lattice tower at the Site to install and operate a FirstNet LTE Site as part of the PSBN consisting of three (3) antenna sector frames, one on each tower leg. On each frame, LA-RICS will install two (2) 8-foot tall panel-type antennas and one Remote Radio Unit (RRU). LA-RICS will install a total of six (6) panel antennas and three (3) RRUs.

1.2 Ground Space. City hereby licenses to Licensee, access to the City owned equipment area, equipment room, racks and electrical panel to install and operate a FirstNet LTE Site as part of a PSBN consisting of one (1) outdoor stainless steel battery cabinet, 76"H x 36"W x 37" D, containing one (1) DC power supply and three (3) 48 VDC battery strings, one (1) outdoor stainless steel equipment cabinet, 40"H x 25"W x 20"D, containing data networking equipment. Both cabinets will be installed on a concrete equipment pad. Space will be allocated on the pad for the future installation of one (1) additional battery cabinet, and up to three (3) additional equipment cabinets (the equipment cabinets may be stacked up to two high to save space). In addition, Licensee will install an H-frame attached to the concrete pad to support an electrical breaker panel, cable management boxes and a data router. The equipment cabinet, battery cabinet, RRUs and antennas will be interconnected with fiber optic, coaxial, and insulated copper cabling as appropriate. Finally, Licensee will install an emergency stand-by generator which contain an above-ground 72-gallon diesel fuel tank (the "fuel tank"). Preliminary design drawings are attached as Exhibit B and incorporated herein.

1.3 Harbor Development Permit. This grant of License shall be subject to City's Harbor Development Permit process, and the specific location of each physical component of Licensee's installation identified in Paragraph 1.1 and 1.2 above (collectively the "Equipment") shall be determined through the Harbor Development Permit process.

2. Personal Property. At all times during the term of this License

Agreement, the Parties acknowledge that the Licensee will construct, install, own and operate the Equipment and it shall remain the personal property owned exclusively by Licensee, and shall not be deemed improvements or fixtures even though they may be affixed to or placed on the City lattice tower or other City owned property and improvements (“Improvements”).

3. Term. This License Agreement shall commence upon execution by the Executive Director, and terminate on May 31, 2021, unless sooner terminated by the parties. City shall have the right to terminate this License for cause at any time, and either party may terminate for convenience following the first anniversary of execution of this License with sixty (60) days written notice to the other party, or sooner as provided herein.

4. Approval, Installation and Right of Entry.

4.1 Construction and Installation. Licensee shall, at its sole cost and expense, construct, install, replace and remove the Equipment on the City Improvements in accordance with plans and specifications approved in writing by City. City consents to such construction, installation, replacement and removal of the Equipment by Licensee in accordance with plans and specifications approved in writing by City. All installation, construction, replacement and removal of the Equipment shall be commenced only after City has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Licensee shall comply with all of City’s requirements. City shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower, will cause the permitted wind load for the Tower to be exceeded.

4.2 Maintenance. Licensee shall maintain the Equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed by qualified technicians. If circumstances occur, or threaten to occur, from which City may conclude that damage may result to the property of

Licensee, City or any other person, or that threat to life will exist before agents of Licensee can be advised and respond, then City, without notice to Licensee, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of Licensee and take any other action which in City's sole and absolute discretion may appear necessary with respect to the property of Licensee, without any liability on the part of City for any damage that such action may cause.

4.3 Request for Entry. Licensee shall have access to the lattice tower, the adjacent property, Equipment, Improvements, and equipment compound, if authorized, for the purpose of installing the Equipment and for the purpose of maintenance and repair; provided, however, Licensee must provide City, through its Port Security Division (which operates 24 hours per day) at least 48 hours prior notice for each such entry, except that in the event of an emergency, prior notice to City's Port Security Division, and authorization to enter from the same, shall suffice. Licensee shall follow all access and security procedures and policies even in the event of an emergency. City may require that its representative be present and have the right to supervise the installation or removal of the Equipment. City shall have a right of access, at all times, for examination, inspection, and emergency repair of the Equipment and Improvements.

4.4 Standard of Care. Licensee shall perform all construction, installation, operation, maintenance repair, replacement and removal work in connection with the Equipment in a safe manner and in accordance with all applicable laws, ordinances and regulations, and standards customary in the industry (including registration of the project with the Department of Industrial Relations, the payment of prevailing wages, and the maintenance of workers compensation insurance) and any security or safety rules imposed by City. Licensee shall perform all such work at its sole cost and expense in good and workmanlike manner, in full compliance with local building codes and the NEC code, free from faults and defects, and in compliance with all legal requirements utilizing

only first class materials and supplies. Licensee shall identify its equipment by labels provided by Licensee and designed for such purpose and shall permanently identify its coaxial cable. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not unreasonably interfere with the uninterrupted use of the lattice tower, Improvements or adjacent property by City. NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS MADE BY CITY WITH RESPECT TO THE SUITABILITY OF THE TOWER, ADJACENT PROPERTY, IMPROVEMENTS AND THE SITE FOR LICENSEE'S OPERATIONS AND INTENDED USE THEREOF.

4.5 Third Party Contractors. Licensee shall be responsible for ensuring that any contractor which performs work on behalf of Licensee at the Site fully comply with all of the applicable terms under this License Agreement to the same extent that Licensee must comply if it were performing the acts performed by the contractors, and Licensee shall be liable to City if any of the contractors do not so comply. Without limiting the foregoing, all actions or omissions of such contractors shall be attributed to Licensee for all purposes under this License Agreement, and Licensee shall indemnify City for actions or omissions of the contractors to the same extent that Licensee would indemnify City if Licensee engaged in the same actions or made the same omissions.

4.6 Environmental Compliance. Licensee shall comply with all applicable environmental standards set by federal, state or local laws, rules, regulations or orders, including any laws regulating the use, storage, generation or disposal of hazardous materials, substances or wastes ("Environmental Laws") and the environmental covenants, if any, contained in any Harbor Development Permit issued to Licensee (collectively, the "Environmental Standards").

4.7 Hazardous Materials. Except for the fuel tank, Licensee shall not knowingly cause or permit any hazardous material, substance or waste to be

brought upon, generated kept or used in or about the Site by Licensee, its agents, employees, contractors or subcontractors, except in compliance with all applicable Environmental Standards.

4.8 Liability. Licensee shall be liable for all costs, expenses, losses, damages, actions, claims, cleanup costs, penalties, assessments, liabilities or fines arising from Licensee's or its agents, employees, contractors or subcontractors failure to comply with Environmental Laws including a failure to comply with any reporting requirements.

4.9 Damage to City Property. Licensee shall promptly repair any damage or disturbance to the City Improvements and/or the Site caused by Licensee, its agents, employees, contractors or subcontractors.

4.10 Free from Liens. Licensee shall keep the Site and all improvements thereon free from liens of any kind or nature arising out of its operations and construction, including liens arising out of any labor performed for or materials furnished to or on behalf of Licensee on the Site.

5. Interference. Prior to installation of its Equipment, Licensee shall cause its engineers to verify by frequency search that its signal will not interfere with City's communication or navigation devices, and that Licensee's Equipment does not cross or otherwise interrupt or interfere with City's existing communication or navigation devices. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices so as to prevent interference. In the event interference is encountered which is caused by Licensee's activities, then Licensee shall, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the interference cannot be eliminated within such period City deems appropriate, City shall have the right to disconnect and remove any Equipment which is causing the interference without liability to Licensee. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the FCC, or as defined in the provisions of the recommended practices

of the Electronics Industries Association then in effect.

6. Compensation. Intentionally Omitted.

7. Indemnity.

7.1 Licensee shall indemnify, protect, and hold harmless the City, the Board of Harbor Commissioners and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with the use of the Site or the Equipment or materials located thereon, or from operations conducted thereon by Licensee, its officers, agents, employees, contractors, subcontractors, or invitees, or by any person or persons acting on behalf of Licensee and with Licensee's knowledge and consent, express or implied.

7.2 The provisions of this paragraph shall survive the expiration or termination of this License Agreement.

8. Liens. Licensee shall at all times defend and indemnify the Indemnified Parties against all claims for labor or materials in connection with the construction, erection or installation of Equipment upon the Site, or for additions or alterations made thereto, or the repair of the same, by or at the direction of Licensee, and the costs of defending against such claim, including reasonable attorneys' fees. If a mechanics lien or other similar lien shall at any time be filed against the City's interest in the Site, which is not contested by Licensee in a court of competent jurisdiction, Licensee shall cause the same to be discharged of record within 30 days after the date of filing the same or otherwise free the Site from such claim or lien and any action brought to foreclose such lien or Licensee shall promptly furnish City with a bond in the amount of the lien plus 25% thereof issued by a surety company acceptable to the City's Executive Director, securing City against payment of such lien and against any and all loss or damage

whatsoever in any way arising from the failure of Licensee to discharge such lien.

9. Insurance. Licensee shall procure and maintain in full force and effect at all times during the Term the types and levels of insurance set forth on Exhibit C hereto.

10. Utilities. Licensees shall pay for all utilities associated or resulting from this License including, but not limited to, electricity. Licensee shall add a separate meter to the City's existing meter(s) in order to calculate Licensee's own usage, if possible; provided, however, that if a separate meter is not possible, the parties will determine a method to charge to Licensee that portion of electricity used at the Site that is associated with Licensee's use.

11. Removal Upon Termination. Upon termination, the Licensee shall immediately, at its own cost and expense, remove all of the equipment and restore the tower and pavement to a satisfactory condition acceptable to the Executive Director. This provision may be waived in whole or in part by the Executive Director.

12. Assignment. The qualifications and identity of Licensee are of particular concern to City. It is because of those qualifications and identity that City has entered into this License Agreement with Licensee. No voluntary or involuntary successor in interest shall acquire any rights or powers under this License Agreement. Any attempted assignment or transfer shall be void and confer no rights whatsoever upon a transferee or assignee. It is anticipated that ownership of the Equipment installed by Licensee may eventually be transferred to American Telephone & Telegraph, Inc. (AT&T) and that Licensee may expect AT&T or one of its affiliates to operate the Equipment. Prior to any such transfer, AT&T will be required to enter into a separate and new license agreement with the City, at which time this License shall terminate.

13. Intentionally Omitted.

14. Damage or Destruction. If the City Improvements shall, with or without the fault of City, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, either party may terminate this License Agreement on written notice to the other party, and upon such termination neither party

shall have any further liability to the other. Licensee shall have full risk of loss from any and all causes for all of its Equipment located on the Tower, the equipment compound, and on the Site. In the event of any such damage or destruction which renders Licensee's facilities non-operable for a period reasonably expected to exceed five (5) days, Licensee shall have, and City hereby grants to Licensee, the right to bring and maintain upon the Site such temporary communications facilities as Licensee shall reasonably determine are necessary to continue to operate Licensee's communications system, provided that i) such temporary facilities do not materially interfere with City's communication or navigation operations on the Site or the repair or replacement of the damaged facilities; ii) Licensee obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; iii) Licensee fully complies with the provisions of paragraph 4 of this License Agreement; and iv) Licensee shall remove such temporary facilities upon the sooner of (a) the restoration of the Tower, or (b) termination of this License Agreement.

15. Sole Remedy. City shall maintain the Site and the Improvements in a good and workmanlike manner, but City shall have no duty to make any improvements or repairs to the Equipment. Licensee's sole and exclusive remedy by reason of any condition of the Site (whether such condition now or hereafter exists) shall be the termination of this Agreement and vacation of the Site. Licensee waives any claim for damages against City or its officers, employees, commissioners, elected officials, and agents for breach of this Agreement. Any and all uses of the Site by Licensee, its agents, contractors, and their employees shall be at their sole cost and expense.

16. Miscellaneous.

16.1 Possessory Interest. This License may create a possessory interest subject to property taxation and Licensee may be liable for the payment of property taxes levied on such possessory interest. Licensee shall pay or cause to be paid, prior to delinquency, all taxes, assessments and other governmental and district charges that may be levied or assessed for improvements and property located on the Site and upon possessory interests created by this License. Licensee

shall deliver satisfactory evidence of such payments to the Executive Director upon demand therefor.

16.2 Waivers. No waiver by any Party at any time of any of the terms, conditions, or covenants of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, or covenant nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure or omission of any Party to exercise any right, power, privilege or option rising from any default nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No option, right, power, remedy or privilege of any Party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. All of the rights, powers, options or remedies given to the Parties are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law. The exercise of one right, power, option, or remedy by a Party shall not impair its rights to any other right, power, option or remedy.

16.3 Non-Discrimination. In the performance of this License Agreement, Licensee shall not discriminate against any employee or applicant for employment or any person using or desiring to use the Site because of age, sex, religion, race, color, ancestry, national origin, handicapped condition, military veteran status, general identity, sexual preference or AIDS or HIV status. Licensee will take affirmative action to ensure that applicants are employed, that employees are treated during employment and that persons desiring to use the Site are treated without regard to their age, sex, religion, race, color, ancestry, national origin, handicapped condition, military veteran status, sexual preference or a diagnosis of or allegation of AIDS or HIV status. Such action shall include, without limitation, the following: employment, promotion, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and maintenance of the Site and facilities in a condition permitted reasonable access thereto by handicapped persons. Licensee shall post in conspicuous places notices setting for the above provisions of this paragraph. In addition, Licensee shall have sole responsibility for compliance with the Americans With Disabilities Act ("ADA") and Licensee shall defend, indemnify and hold the City Indemnified Parties harmless from and against any and all claims or liability under the ADA.

16.4 Captions. The use of paragraph headings or captions in this License Agreement is solely for the purposes of convenience, and the captions shall be entirely disregarded in interpreting this License Agreement.

16.5 Law Governing. This License Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws provisions, both as to interpretation and performance. Any litigation arising or related to this License Agreement shall be venued in the State of California.

16.6 Severability. Should any of the covenants, conditions or agreements of this License Agreement be held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, or with any provision of the Charter of the City of Long Beach, the validity of the remaining portions or provisions shall not be affected thereby.

16.7 Waiver of Claims. The Parties waive all claims against each other, and their officers and employees, for damage or loss caused by any suit or proceeding directly or indirectly attacking in the validity of this License Agreement, or any part thereof, or by any judgment, order or award in any suit or proceeding declaring this License Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

16.8 Notices. Any notice, demand, request, consent, approval or communication that any Party desires or is required to give to another Party or to

any other person shall be in writing and either served personally or sent by prepaid, first- class mail to the following addresses:

If to Licensee:  
Los Angeles Regional Interoperable Communications System  
2525 Corporate Place, Suite 100  
Monterey Park, Ca 91754  
Attention: Scott Edson, Executive Director  
Telephone: (323) 881-8281

If to City:  
Harbor Department  
P.O. Box 570  
Long Beach, California 90801  
Attention: Executive Director

With a copy to:  
Long Beach Harbor Department  
P. O. Box 570  
Long Bach, California 90801  
Attention: Director of Real Estate

Any Party may change its address by notifying the other Parties in writing of such change. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this subparagraph and as of the time of receipt if personally served.

16.9 Attorneys' Fees. If any Party commences an action against other Parties arising out of or in connection with this License Agreement, the prevailing party or parties shall be entitled to have and recover from the losing party or parties reasonable attorneys' fees and costs of suit.

16.10 Integration. This document constitutes the whole agreement between the City and Licensee concerning the Site, the City Improvements and the Equipment. This License Agreement may be amended only by an agreement in writing making specific reference to this License Agreement and signed by both parties with the same formalities as this License.

16.11 No Joint Liability. Each Party is responsible for its own representations, warranties and covenants hereunder, and no Party assumes or is

responsible for the obligations and liabilities of any other Party hereunder.

16.12 Counterparts. This License Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License Agreement effective as of the date executed by the City.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM, A CALIFORNIA JOINT-POWER  
AUTHORITY

\_\_\_\_\_, 2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_, 2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE

CITY OF LONG BEACH, a municipal  
corporation, acting by and through its  
Board of Harbor Commissioners

\_\_\_\_\_, 2020

By: \_\_\_\_\_  
Mario Cordero  
Executive Director  
Long Beach Harbor Department

CITY

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

\_\_\_\_\_, 2020

By: \_\_\_\_\_  
David R. Albers, Deputy

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

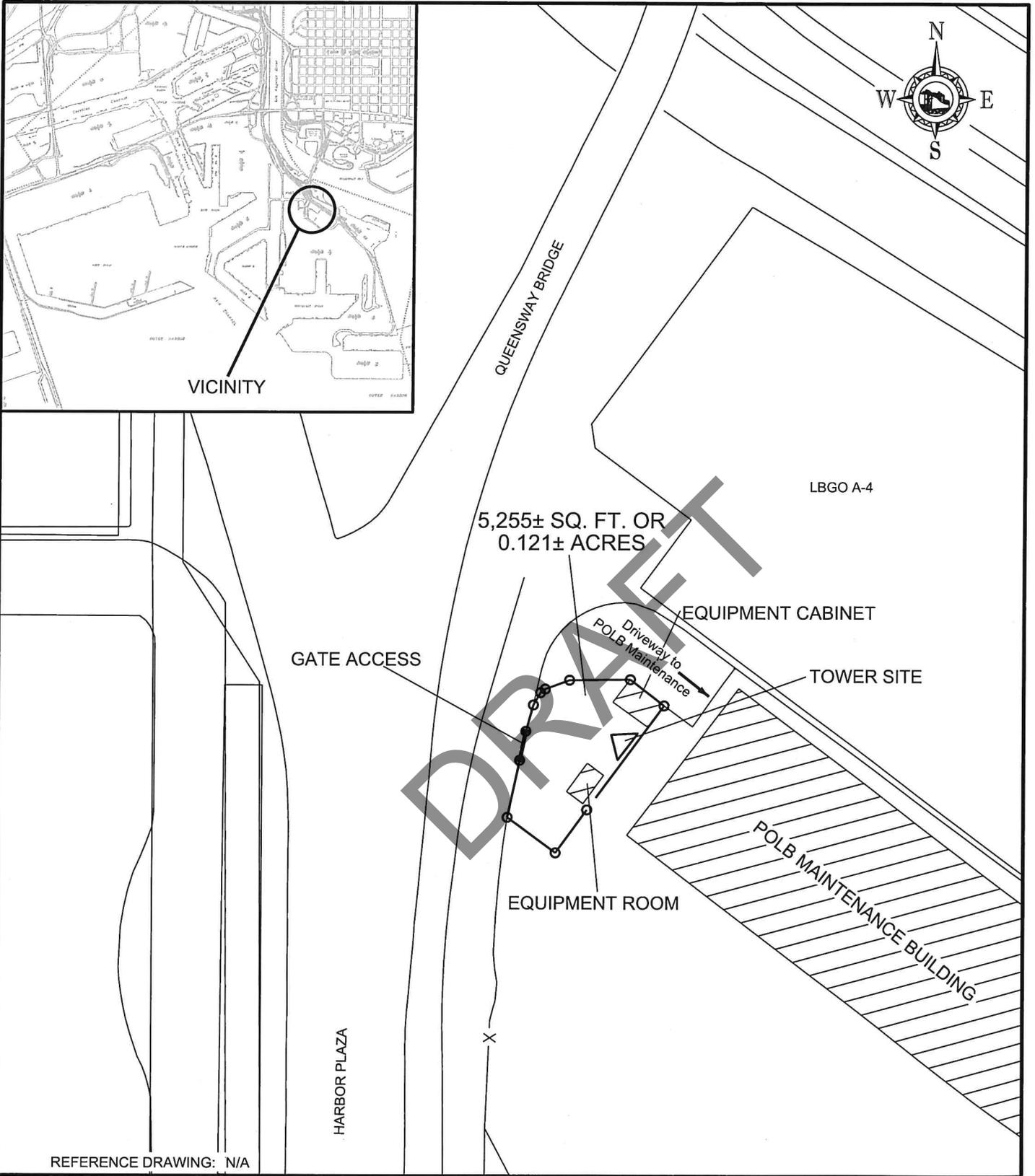
Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# EXHIBIT A



REFERENCE DRAWING: N/A

HD02-01063 SHEET 1 OF 1 DSR 2931	DRAWING SCALE 1" = 80'	DOCUMENT NUMBER:		 <b>Port of LONG BEACH</b> THE PORT OF CHOICE	BY: JLT    SMV    3/17/20    Revision	
	PIER G LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS (LA-RICS) LICENSE AGREEMENT		DRAWN BY: TE    DATE: 7/24/2019		BY: CHK'D    DATE:    REMARKS	
	CHECKED BY: JLT    DATE: 7/24/2019	415 W. OCEAN BLVD LONG BEACH, CA 90802 (562) 577-0041 www.polb.com				

**AGENDA ITEM I - ENCLOSURE**















PORT OF LONG BEACH

Right of Entry Permit – Los Angeles Regional Interoperable Communication System

INSURANCE

The required insurance and the documents provided as evidence thereof shall be in the name of the Licensee. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below:

**Commercial General Liability:**

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate. The policy shall not limit coverage for the additional insured to “ongoing operations” or in any way exclude coverage for completed operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims, and defense costs shall be excess of limits. If the Licensee utilizes Subcontractors the policy must include work performed “by or on behalf” of the Licensee. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of the Licensee or contain any other exclusion contrary to the Permit. Coverage for explosion, collapse and underground hazards shall be included.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Permit with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Permit.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Form CG 20 26 (07 04) or its equivalent. Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Permit.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day advance written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days advance notice shall be allowed for non-payment of premium.

**Business Automobile Insurance:**

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than one million dollars (\$1,000,000) combined single limit per accident. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. If Licensee does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Permit.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day advance written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days advance notice shall be allowed for non-payment of premium.

**Workers' Compensation:**

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day advance written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days advance notice shall be allowed for non-payment of premium.

**Deductible/Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by the Executive Director and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

### **Evidence of Insurance**

The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver either endorsements on forms approved by the City of Long Beach acting by and through the Board of Harbor Commissioners (“Evidence of Insurance”) or certified copies of the required policies containing the terms and conditions required by this contract to the Executive Director for approval as to sufficiency and to the City Attorney for approval as to form.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Executive Director evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

NOTE: Copies of approved endorsement forms can be obtained from the Port website at:

[http://www.polb.com/economics/forms\\_permits/insurance.asp](http://www.polb.com/economics/forms_permits/insurance.asp)

### **Failure to Maintain Coverage**

Licensee agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City.

### **Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best’s rating of no less than A:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

### **Contractual Liability**

The coverage provided shall apply to the obligations assumed by the Licensee under the indemnity provisions of this Permit but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

# LMR and LTE2 Site List

Site ID	Facility Name	Parcel Owner	Address Line	City	LMR/LTE
RPVT	Rancho Palos Verdes Tee	LA County Parks and Recreation	7000 Los Verdes Drive (Los Verdes Golf Course)	Rancho Palos Verdes	LMR
POLB1	Port of Long Beach Harbor Plaza	Port of Long Beach	Harbor Plaza	Long Beach	LTE



**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 7, 2020

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

Dear Directors:

**ACCEPT 2019 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS**

**SUBJECT**

Board approval is requested to accept the LA-RICS Project's allocation of the 2019 Urban Areas Security Initiative (UASI) funds.

**RECOMMENDED ACTION**

It is recommended that your Board:

1. Accept \$35,000,000 in grant funds from the Fiscal Year 2019 UASI funds as distributed through the California Office of Emergency Services (CalOES); and
2. Authorize the Executive Director to execute the enclosed 2019 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 '19 grants include

**AGENDA ITEM J**

Land Mobile Radio project management, environmental work, certain System design work, construction and equipment purchase.

**FISCAL IMPACT/FINANCING**

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

There is no matching fund requirement.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**AGREEMENTS/CONTRACTING 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

Enclosures

GS:VM:wst:pdd

c: Counsel to the Authority



## **SUBAWARD AGREEMENT**

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

Title: FY 2019 Urban Area Security Initiative (UASI) Grant Program

City Contract Number \_\_\_\_\_

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## EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2019 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 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) 2019 Urban Area Security Initiative Grant Program, FAIN # EMW-2019-SS-00035, CFDA #97.067, Federal Award Date April 12, 2019. This is not a “Research & Development” award as defined in 2 CFR §200.87 and 200.331, and there is no “indirect cost rate” for this federal award as defined in 2 CFR §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 §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 \$56,236,000.

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: **\$35,000,000.00**

Subaward Period of Performance (“Term”): **September 1, 2019  
to May 31, 2022**

Match Requirement: **None**

Subrecipient Identifier: **D-U-N-S #: 962696089**

Indirect Cost Rate for Subaward: **None**

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

§1.3 Parties and Notice

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

Party: City of Los Angeles  
Authorized Representative: Jeff Gorell, 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: jeff.gorell@lacity.org

Party: Los Angeles Regional Interoperable  
Communications System Authority (“LA-  
RICS”), a joint powers authority

Authorized Representative: Scott Edson  
Authorized Department: LA-RICS Executive Director  
Address, Phone, Fax, E-mail: 2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (323) 881-8281  
Email: Scott.Edson@la-rics.org

Authorized Representative: Susy Orellana-Curtiss  
Authorized Department: LA-RICS Administrative Deputy  
Address, Phone, Fax, E-mail: 2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Phone: (323) 881-8292  
Email:  
Susy.Orellana-Curtiss@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. # 19-0695, \_\_\_/\_\_\_/\_\_\_)

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 2019 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2019 DHS Standard Terms and Conditions ("DHS Standard Conditions") (Exhibit A), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2019 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2019 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (Exhibit B), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

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

### §2.2 City Administrative Requirements

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

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

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

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit E, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation (“EHP”) request form, and (5) 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 §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 §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 §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. The Subrecipient may have a need for its contractors, subcontractors, and/or vendors to provide services related to this Subaward on an ongoing basis. To the extent that said services were provided prior to the execution of this Agreement and were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

### §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 shall be required to demonstrate and document that a reduction in non-Federal resources 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. Section 3729-3733, 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 as found in 38 U.S.C. Section 3801-3812 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 and §§7324-7328) which limits 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 §200.213 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.G.b. 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, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 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. 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 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.
- 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.
- 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 to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *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 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 and logos.
- 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 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 19 Subaward:
  - 1. Subaward funding is subject to restricted drawdown for the duration of the Term;
  - 2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds.

Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

#### §2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §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 §§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 §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 §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 §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §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 §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 §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §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 G) 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 §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§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 §200.316.

#### H. Procurement and Contracting Regulations

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

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

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

#### I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §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 §§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 §§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 §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 §200.331(b).

J. Record Retention and Access

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

In accordance with the provisions set forth in 2 CFR §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 §§200.336 to 200.337.

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

K. Cost Principles

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

L. Audit Requirements

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

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §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 §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 §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 §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 §200.339. Subrecipient shall have the right to terminate the

Subaward only as set forth in 2 CFR §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 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 is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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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: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ Attorney</p> <p>Date _____</p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority</p> <p>By _____ Scott Edson, LA-RICS Executive Director</p>
<p>ATTEST:</p> <p>By _____ Susy Orellana-Curtiss, LA-RICS Administrative Deputy</p> <p>Date _____</p>	<p>Date _____</p> <p>[SEAL]</p>

City Business License Number: \_\_\_\_\_  
 Internal Revenue Service ID Number: \_\_\_\_\_  
 Council File/OARS File Number: C.F. # 19-0695; Date of Approval:   /  /    
 City Contract Number: \_\_\_\_\_

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**EXHIBIT A**

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**The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.**

### **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

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 applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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](#).

### **DHS Specific 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.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right 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, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

## **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 carried on 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*, Pub. L. No. 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. No. 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 (PII)**

Recipients who collect 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 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. 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. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

**VIII. Copyright**

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

**IX. Debarment and Suspension**

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

**X. Drug-Free Workplace Regulations**

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

**XI. Duplication of Benefits**

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

**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. No. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

**XIII. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**XIV. 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 prohibits 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.)

**XV. 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](#).)

**XVI. 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.

**XVII. 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. § 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.

**XVIII. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), 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 the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

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

Recipients must comply with Title V 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>.

**XX. 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.

**XXI. National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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.

**XXII. 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.

**XXIII. 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.

**XXIV. Notice of Funding Opportunity Requirements**

All of 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.

**XXV. 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.

**XXVI. 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. No. 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.

**XXVII. Rehabilitation Act of 1973**

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

**XXVIII. Reporting of Matters Related to Recipient Integrity and Performance**

**1. 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 during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

## 2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

## 4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
  - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

**XXIX. Reporting Subawards and Executive Compensation**

**1. Reporting of first-tier subawards.**

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
  - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
  - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

**2. Reporting Total Compensation of Recipient Executives.**

- a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
  - 1) The total federal funding authorized to date under this award is \$25,000 or more;
  - 2) In the preceding fiscal year, recipient's received—
    - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

3) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

1) As part of the recipient's registration profile at <https://www.sam.gov>.

2) By the end of the month following the month in which this award is made, and annually thereafter.

### **3. Reporting of Total Compensation of Subrecipient Executives.**

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

1) In the subrecipient's preceding fiscal year, the subrecipient received—

a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

1) To the recipient.

2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

### **4. Exemptions**

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

**5. Definitions** For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
  - 1) A Governmental organization, which is a State, local government, or Indian tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization;
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
  - 1) *Salary and bonus*.
  - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
  - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.

- 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**XXX. 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.

**XXXI. 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.

**XXXII. Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons.

**1. Provisions applicable to a recipient that is a private entity.**

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
  - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
  - 2) Procure a commercial sex act during the period of time that the award is in effect; or
  - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
  - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
    - a) Associated with performance under this award; or
    - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

**2. Provision applicable to recipients other than a private entity.**

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the

award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

- 1) Associated with performance under this award; or
- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

**3. Provisions applicable to any recipient.**

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
  - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

**4. Definitions.** For the purposes of this award term:

- a. *Employee*: means either:
  - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
  - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
  - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102)

### **XXXIII. Universal Identifier and System of Award Management**

#### **1. Requirement for System for Award Management**

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

#### **2. Requirement for unique entity identifier**

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

#### **3. Definitions**

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
  - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

e. *Subrecipient* means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

**XXXIV. 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.

**XXXV. 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.

**XXXVI. 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](#).

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**EXHIBIT B**

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## Standard Assurances For All Cal OES Federal Grant Programs

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**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.

**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/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:**

### **1. Proof of Authority**

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

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



## Standard Assurances For All Cal OES Federal Grant Programs

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

### 2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

### 3. Lobbying and Political Activities

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

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

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



## Standard Assurances For All Cal OES Federal Grant Programs

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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. § 200.213 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 principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:



## Standard Assurances For All Cal OES Federal Grant Programs

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- (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, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



## Standard Assurances For All Cal OES Federal Grant Programs

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). 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 (California Government Code §§12940, 12945, 12945.2), 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.

### 6. Drug-Free Workplace

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

### 7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (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;



## Standard Assurances For All Cal OES Federal Grant Programs

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- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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



## Standard Assurances For All Cal OES Federal Grant Programs

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### 8. Audits

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

### 9. Access to Records

In accordance with 2 C.F.R. § 200.336, 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 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 sets forth that no subrecipient, recipient, or subrecipient shall 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), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

### 13. Whistleblower Protections

The Applicant also 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### 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 grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

### 16. Worker's Compensation

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

### 17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires 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;



## Standard Assurances For All Cal OES Federal Grant Programs

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- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) 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
- (e) 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

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



## Standard Assurances For All Cal OES Federal Grant Programs

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### 20. California Public Records Act and Freedom of Information Act

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

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

### 21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### 22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### 23. Activities Conducted Abroad

All recipients 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.

### 24. 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. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

### 25. Copyright

All 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.

### 26. 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.

### 27. Energy Policy and Conservation Act

All recipients 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.

### 28. 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### 29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### 30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants 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.

### 31. Non-supplanting Requirement

All recipients who receive 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.

### 32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are 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.

### 33. SAFECOM

All recipients who receive 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### 34. Terrorist Financing

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

### 35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient'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, you 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.

### 36. USA Patriot Act of 2001

All recipients 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.

### 37. Use of DHS Seal, Logo, and Flags

All recipients 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.



## Standard Assurances For All Cal OES Federal Grant Programs

### IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. 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 subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient 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. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](#), 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.**

Subrecipient: Los Angeles / Long Beach VTSI

Signature of Authorized Agent: 

Printed Name of Authorized Agent: GABRIELA V. JASSO

Title: DIR. OF GRANTS & FINANCE Date: 11/13/2019

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**EXHIBIT C**

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Line #		Project Information										
Project Letter	Item #	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
											\$35,000,000.00	\$-
A	1	IJ-1	LA-RICS	JPA	LA-RICS LMR System	UASI	PSC	Planning	Develop and Enhance Plans, Protocols and Systems	Consultants	\$ 3,300,000.00	
A	1	IJ-1	LA-RICS	JPA	LA-RICS LMR System	UASI	PSC	Planning	Develop and Enhance Plans, Protocols and Systems	Staff Salaries	\$ 2,438,141.00	
A	2	IJ-1	LA-RICS	JPA	LA-RICS LMR System	UASI	PSC	Equipment	Interoperable Communications Equipment	N/A	\$ 29,261,859.00	

**AGENDA ITEM J - ENCLOSURE**

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**EXHIBIT D**

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## LA/LB UASI Modification Request Form

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



### REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
						UASI 19
<i>Grant Specialist to complete</i>		<b>Summary and reason for modification request:</b>	<b>Are the modified ledgers attached electronically?</b>	<b>Will the project require approvals?</b>		
Contract Amount	\$ -		<i>Equipment Ledger</i>		<i>EHP</i>	
Revised Amount	\$ -		<i>Training Ledger</i>		<i>Sole Source</i>	
Amendment Y/N?			<i>Organization Ledger</i>		<i>EOC</i>	
25% Increase	\$ -		<i>Planning Ledger</i>		<i>Watercraft</i>	
Council/14.8 Y/N?			<i>Exercise Ledger</i>		<i>Aircraft</i>	

### Modified From:

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

**FMU ONLY**

### Modified To:

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

**FMU ONLY**

### MOPS Use Only:

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

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**EXHIBIT E**

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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

**AVIATION EQUIPMENT REQUEST FORM**

Homeland Security Grant Program FY: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Cal OES ID#: \_\_\_\_\_

Urban Area Security Initiative (UASI) FY: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Cal OES ID#: \_\_\_\_\_

Project Amount: UASI: \$ \_\_\_\_\_ SHSGP: \$ \_\_\_\_\_

City/County/Agency Name: \_\_\_\_\_

1. Indicate the type of equipment for this request

Aviation Equipment _____	Aviation Related Equipment _____
--------------------------	----------------------------------

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

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

**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)

**California Governor's Office of Emergency Services**

**ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) 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# \_\_\_\_\_

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

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

2. Physical address of facility:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

- 6.

<b>Supplies/Equipment</b>	<b>AEL #</b>	<b>Cost</b>
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		

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

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: \_\_\_\_\_

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

(Name)

(Signature)



OMB Control#: 1660-0115  
Expiration Date: 01/31/2017  
FEMA Form: 024-0-1

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
**ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM**

**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.

*There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed.* The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: at <http://www.fema.gov/media-library/assets/documents/85376>.

This form should be completed electronically. *Submit completed form through your grant administrator who will forward it to [GPDEHPInfo@dhs.gov](mailto:GPDEHPInfo@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: ..... \_\_\_\_\_  
    Subgrantee 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 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? For further information refer to policy guidance at <http://www.fema.gov/media-library/assets/documents/85376>: .....  Yes  No
    - If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email 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? .....  Yes  No

- 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? .....  Yes  No

- If Yes, complete Section D

3.  **Renovations/upgrades/modifications, or physical security enhancements to existing structures.**

a. 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, storm-water 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.**

Information regarding National Historic Preservation Act Section 106 Review Requirements for Communications Facilities and information on EHP requirements for communications towers is available at:

<http://www.fema.gov/media-library/assets/documents/85376>.

- 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 FCC E106 process been completed? .....  Yes  No
- p. Has the FCC Tower Construction Notification System (TCNS) process been completed? .....  Yes  No
- If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction

**AGENDA ITEM J - ENCLOSURE**

Notification System (TCNS), if applicable. FRN#:..... \_\_\_\_\_

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 photograph 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 was 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 approved:.....

## **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, and/or 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)<sup>1</sup> 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.<sup>1</sup> 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

**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,<sup>1</sup> 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.

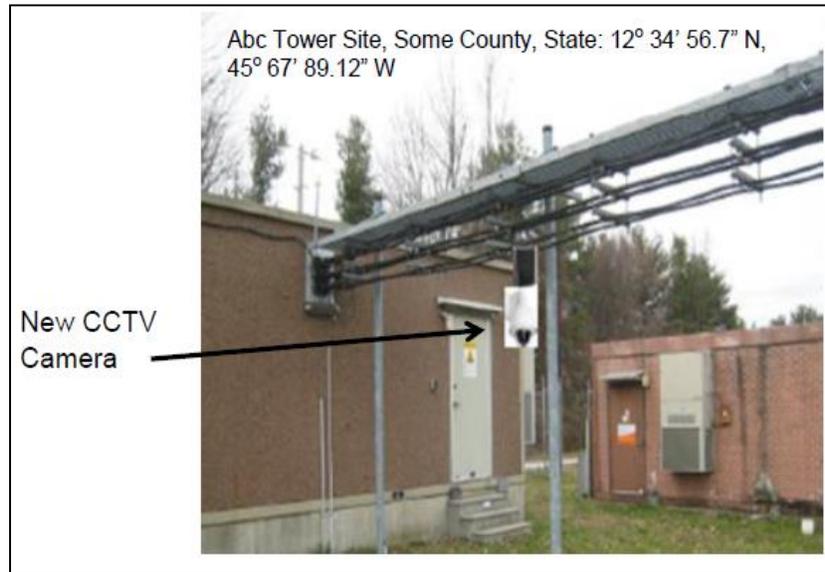


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

**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.

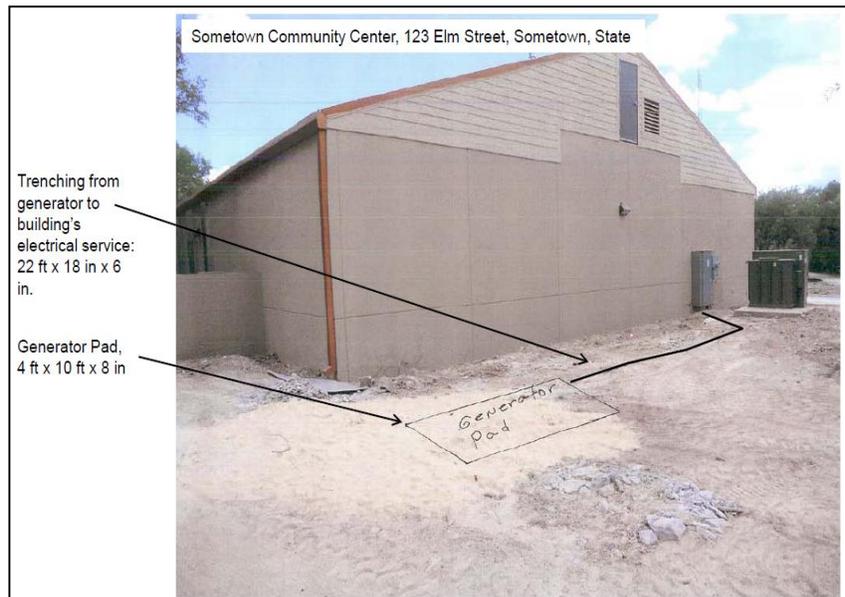


Figure 4. Ground-level photograph showing proposed ground disturbance area.

**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.

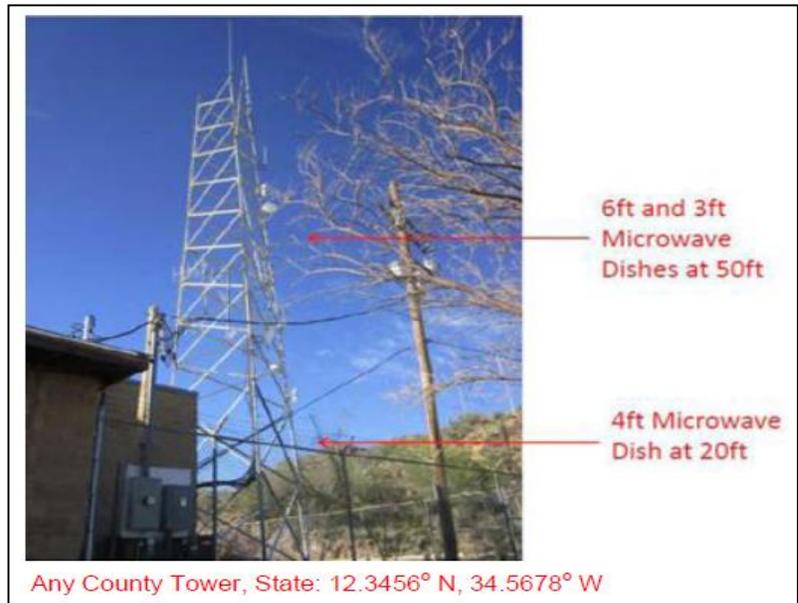


Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

**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.

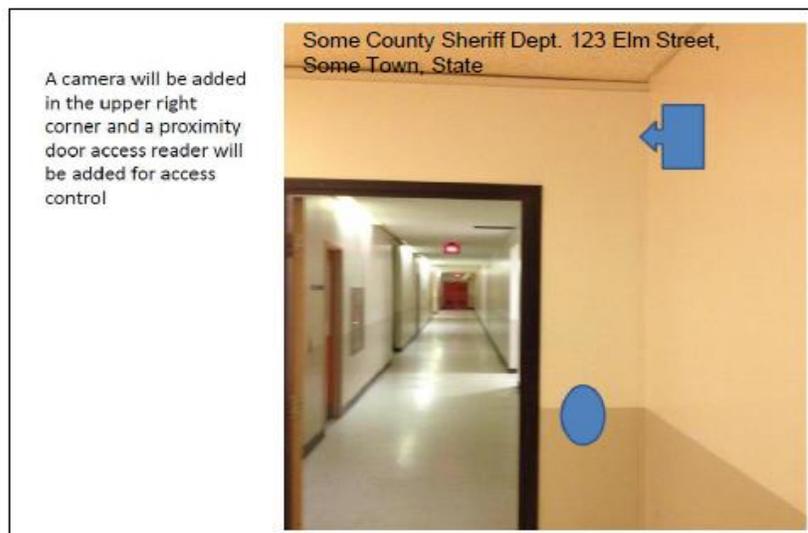


Figure 6. Interior photograph showing proposed location of new equipment.

**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.

<sup>1</sup> 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.

# CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES



Grant Program:	Grant Award No.:	Cal OES ID#:
Subrecipient Name:		Project No:

## REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION

1. Activity: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
2. Describe what the proposed vendor/contractor will provide.
3. Describe your organization's standard procedures when considering a noncompetitive contract, including the conditions under which a noncompetitive contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).
4. Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract. See 2 C.F.R. Part 200, Subpart D, §200.320.
  - a. The item is available only from a single source. (Describe and detail the process used to make that determination.).
  - b. A public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (Describe the exigency or emergency. Provide details.)
  - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Provide details, and attach relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?
6. Will all activities be completed within the period of performance?
7. Please attach a copy of the cost or price analysis prepared for this procurement.

**Certification: This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may have an effect on future Cal OES funding for this organization.**

Submitted By:	Name:	Signature:	Date:
Purchasing Agent:	Name:	Signature:	Date:

**Cal OES Internal Use Only**

Program Representative Review - Comment:	Date:
Unit Chief Review - Comment:	Date:
Unit Chief Approval:	Date:
Division Chief Review - Comment:	Date:
Division Chief Approval:	Date:

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**EXHIBIT F**

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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 FY19						
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?						
<b>Final Score</b>						

\_\_\_\_\_  
 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 7, 2020

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

Dear Directors:

### **APPROVE AMENDMENT NO. 46 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 46 to Agreement No. LA-RICS 007 (Agreement) to contemplate the incorporation of certain Change Order Modifications for the Land Mobile Radio (LMR) System resulting in an increase to the Maximum Contract Sum in the amount of \$375,728. Of this amount, \$330,000 is for asbestos abatement work at the LMR Site, Pomona Courthouse (POM).

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings with respect to the LMR Change Order Modifications:
  - a. Find that (a) approval of Amendment No. 46 to contemplate Change Order Modifications at two (2) LMR System sites, Johnstone Peak 2 (JPK2) and Verdugo Peak (VPK), related to the updating of equipment at this site is within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified by the Board under CEQA on March 29, 2016; and (b) that there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or substantial increase in the severity of previously identified significant effects.

**AGENDA ITEM K**

- b. Find that (a) approval of Amendment No. 46 to contemplate Change Order Modifications at one (1) LMR System site, Rolling Hills Transmit (RHT), related to the updating of equipment at this site is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, on November 13, 2014, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site RHT, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
    - c. Find that (a) approval of Amendment No. 46 to contemplate Change Order Modifications at one (1) LMR System site, Pomona Courthouse (POM), related to asbestos abatement work is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this one (1) site, which your Board previously found statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, on December 12, 2016, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of Site POM, if needed to provide network connectivity to the LMR System, categorically exempt under CEQA pursuant to Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land).
2. Approve Amendment No. 46 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to incorporate certain LMR Change Order Modifications as further described in this letter for a cost increase in the amount of \$375,728.
3. Authorize an increase to the Maximum Contract Sum in the amount \$375,728 from \$290,258,325 to \$290,634,053.
4. Delegate authority to the Executive Director to execute Amendment No. 46, in substantially similar form, to the enclosed Amendment (Enclosure).

### **BACKGROUND**

As construction continues to progress, approval of certain change order modifications are necessary to address changes and continue construction activities that were not originally

contemplated in Motorola's scope. As a result, the recommended actions contemplate LMR Change Order Modifications.

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

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 46 to incorporate certain Change Order Modifications resulting in an increase to the Maximum Contract Sum in the amount of \$375,728.

The Change Order Modifications in the amount of \$45,728 contemplated in this Amendment No. 46 are necessary to upgrade equipment, namely Tower Top Amplifier (TTA) tower top units and TTA control units at three (3) LMR System Sites (Johnstone Peak2 [JPK2], Rolling Hills Transmit [RHT] and Verdugo Peak [VPK]). The new equipment is required in order to allow the equipment deployed as part of the Early Deployment System to be used on the full LA-RICS build. It was always the intent of the Authority to utilize the early equipment and these are the needed upgrades in order to do so.

Additionally, the Change Order Modifications in the amount of \$330,000 contemplated in this Amendment No. 46 also includes asbestos abatement services and additional remediation work at one (1) LMR System Site (Pomona Courthouse [POM]). This Work is necessary to abate areas at the site where material containing asbestos and lead paint are present.

The LMR Change Order Modifications contemplated in Amendment No. 46, have been reviewed by Authority staff, including its consultants, and Motorola and both parties have negotiated and agreed to each change order, including the associated costs. The changes presented in Amendment No. 46 benefit the LMR project and are required for the completion of the LMR System. LMR change orders are considered for a variety of reasons and reflect items that were not originally considered in the contract or a result of unforeseen activities.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 46 will result in an increase to the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking the recommended actions into consideration. All work contemplated in Amendment No. 46 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

### **ENVIRONMENTAL DOCUMENTATION**

The two (2) LMR System Sites (JPK2 and VPK) contemplated in Amendment No. 46 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March

29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these two (2) LMR System Sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these two (2) LMR System Sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

As the CEQA lead agency, the Authority previously determined on December 12, 2016, (POM) and November 13, 2014 (RHT) that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these two (2) LMR System Sites are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. In connection with this approval, the Authority also determined that leased circuit work that may occur outside of these two (2) LMR System Sites as needed to provide connectivity to the LMR System is categorically exempt under CEQA pursuant to CEQA Guidelines section 15301 (existing facilities), 15303 (new construction or conversion of small structures), and 15304 (minor alterations to land). The currently recommended actions related to these two (2) LMR System Sites 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 in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for this Amendment No. 46.

Upon the Board's approval of the recommended actions for this Amendment No. 46, the Authority will file a Notice of Determination for the two (2) LMR System Sites (JKP and VPK) with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines, and will file a Notice of Exemption (NOE) for the two (2) LMR System Sites (POM and RHT) with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines. LA-RICS will also comply with Executive Order (EO) N-54-20 issued by the Governor for posting of such materials during the California State of Emergency resulting from COVID-19.

### **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 or his designee will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

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Enclosure

cc: Counsel to the Authority

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

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**RECITALS**

This Amendment Number Forty-Six (together with all exhibits, attachments, and schedules hereto, "Amendment No. 46") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of May\_\_\_\_, 2020, based on the following recitals:

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").

The Agreement has been previously amended by Amendment Number One, effective as of September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum by \$1,285,230, from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum by \$1,169,047, from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum by \$20,240, from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum by \$5,177,051, from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum by \$3,671,006, from \$288,074,669 to \$291,745,675.

The Agreement has been previously amended by Amendment Number Nine, effective November 19, 2014, to (a) make changes necessary to reflect the removal of one (1) LMR System Site and all the Work and equipment associated with the removal of this site; (b) make the necessary changes to reflect Phase 1 (System Design) Project Description Work only for twenty-six (26) potential replacement sites; (c) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for twenty-six (26) existing LMR System Sites; with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Ten, effective February 17, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for one (1) potential replacement site; (b) make changes necessary to reflect the removal of four (4) LMR System Sites and all the Work and equipment associated with these sites; (c) make changes necessary to reflect the inclusion of four (4) LMR System Sites and all the Work and equipment associated with these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for these four (4) LMR System Sites; (d) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for eight (8) LMR System Sites currently contemplated in the Design; (e) allow for two power load studies to be conducted; and (f) make other certain changes as reflected in Amendment No. 10, increasing the Maximum Contract Sum by \$1,101,138, from \$291,745,675 to \$292,846,813.

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in

Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

The Agreement has been previously amended in Amendment Number Twelve, effective August 27, 2015, to (a) make the necessary changes to reflect the shifting of FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041; (b) make certain changes to reflect the increase of FCC Licensing Work to contemplate the licensing of all UHF T-Band frequencies as referenced in Attachment B, at each of the applicable subsystem sites in order to achieve compliance with the performance criteria set forth in the Agreement, all in the amount of \$139,076; (c) make the necessary changes to reflect the inclusion of a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) previously purchased under Amendment No. 3 and Amendment No. 4, to bridge the gap in warranty for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533; and (d) to purchase portable radios, radio accessories, consolettes, and a control station for the Los Angeles Sheriff's Department Aero Bureau for purposes of mutual aid in the amount of \$386,234; increasing the Maximum Contract Sum by \$1,172,843 from \$292,387,284 to \$293,560,127.

The Agreement has been previously amended to Amendment Number Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment Number Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment Number Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design)

Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 (\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374 when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

The Agreement has been previously amended in Amendment Number Seventeen, effective April 25, 2016, as follows:

- (a) Make changes necessary to reflect the removal of thirty-four (34) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost reduction in the amount of \$45,143,083.
- (b) Make the changes necessary to reflect the inclusion of nineteen (19) LMR System Sites into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost increase in the amount of \$23,677,589.
- (c) Re-baselining of the project management overhead expenses, attributable in the Agreement to each phase of the work that contemplates project management fees, to more accurately reflect the current project scope, and to establish a formula to more accurately price the net impact on project management overhead expenses of any subsequent addition or removal of sites. The re-baseline removes costs on a per site basis to a new per phase deliverable as contemplated in Amendment No. 17 in the amount of \$8,207,108. This re-baselining does however result in a net cost reduction in the amount of \$572,826 which is contemplated in the re-baseline.
- (d) Reconcile equipment necessary for certain LMR System Sites as well as the logging recorder as a result of redesign for a cost increase in the amount of \$3,171,159.
- (e) Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.

- (e) Decreasing the Maximum Contract Sum by \$10,087,227 ( $-\$45,143,083 + \$23,677,589 + \$8,207,108 + \$3,171,159$ ) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647.
- (f) Make other certain changes as set forth in Amendment No. 17.

The Agreement has been previously amended in Amendment Number Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ( $\$76,136 + \$46,696$ ), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

The Agreement has been previously amended in Amendment Number Nineteen, effective May 5, 2016, to make changes necessary to (a) reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for a cost reduction in the amount of \$1,192,712, which includes a reduction in the amount of \$20,322 for project management costs for this site; (b) reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256; increasing the Maximum Contract Sum by \$4,544 ( $\$1,197,256 - \$1,192,712$ ), when taking the cost increases and decreases into consideration, from \$284,872,479 to \$284,877,023; and (c) make other certain changes as set forth in Amendment No. 19.

The Agreement has been previously amended in Amendment Number Twenty, effective September 28, 2016, to make changes necessary to (a) reconcile nine (9) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$367,144, (b) include 3D Modeling Work for certain LMR System Sites for a cost increase in the amount of \$6,534; (c) remove Site Lease Exhibit Work for certain LMR System Sites for a cost decrease in the amount of \$14,884; (d) increasing the Maximum Contract Sum by \$358,794 ( $\$367,144 + \$6,534 - \$14,884$ ) from \$284,877,023 to \$285,235,817 when taking the cost increases and decreases into consideration and (e) make other certain changes as set forth in Amendment No. 20.

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2

(Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

The Agreement has been previously amended in Amendment Number Twenty-Two, effective November 17, 2016, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$476,676; (b) increasing the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 22.

The Agreement has been previously amended in Amendment Number Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

The Agreement has been previously amended in Amendment Number Twenty-Four effective January 25, 2017, to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 24.

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from

\$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

The Agreement has been previously amended in Amendment Number Twenty-Six, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the

amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

The Agreement has been previously amended in Amendment Number Thirty-One, effective February 28, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications, in particular the installation of tower lighting at Mira Loma (MLM) LMR System Site, for a cost increase in the amount of \$19,573; (d) increase the Maximum Contract Sum by \$19,573 from \$300,031,737 to \$300,051,310 when taking the cost increases into consideration; and (b) make other certain changes as set forth in Amendment No. 31.

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 32.

The Agreement has been previously amended in Amendment Number Thirty-Three, effective May 30, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490 (b) increase the Maximum Contract Sum by \$17,490 from \$295,919,379 to \$295,936,869 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 33.

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification),

Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

The Agreement has been previously amended in Amendment Number Thirty-Five, effective October 11, 2018, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes as set forth in Amendment No. 35.

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$842,471; (c) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in Amendment No. 36.

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate

certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in Amendment No. 37.

The Agreement has been previously amended in Amendment Number Thirty-Eight, effective June 11, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 38 that results in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in Amendment No. 38.

The Agreement has been previously amended in Amendment Number Thirty-Nine, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 39 that results in a cost increase in the amount of \$73,606; (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 39.

The Agreement has been previously amended in Amendment Number Forty, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation to remove two (2) LMR System Sites, Lower Encinal Pump Station (LEPS) and Winding Way (WWY), from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) and reconcile the Narrowband Mobile Data Network (NMDN) Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456; (b) revise Exhibit B (LMR System Specification) to include the scope for certain Work related to Channel 15 and 16 Interference Mitigation resulting in a cost increase in the amount of \$803,207; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (d) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 40.

The Agreement has been previously amended in Amendment Number Forty-One, effective October 17, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 41 that results in a cost increase in the amount of \$255,975; (b) increase the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 41.

The Agreement has been previously amended in Amendment Number Forty-Two, effective February 20, 2020 to make changes necessary to (a) reflect a modification to

the scope of the Acceptance Testing Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in Amendment No. 42.

The Agreement has been previously amended in Amendment Number Forty-Three, effective April 23, 2020 to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 43 that results in a cost increase in the amount of \$185,344; (c) increase the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 43.

The Agreement has been previously amended in Amendment Number Forty-Four, effective April 23, 2020 to make changes necessary to (a) reflect a reconciliation related to certain LMR Change Order Modifications as further described in this Amendment No. 44 which results in a cost increase in the amount of \$2,609 (b) increase the Maximum Contract Sum by \$2,609 from \$290,216,666 to \$290,219,275 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 44.

The Agreement has been previously amended in Amendment Number Forty-Five, effective April 23, 2020 to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 45 which results in a cost increase in the amount of \$39,050 (b) increase the Maximum Contract Sum by \$39,050 from \$290,219,275 to \$290,258,325 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 45.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 46 which results in a cost increase in the amount of \$375,728 (b) increase the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in this Amendment No. 46.

This Amendment No. 46 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 46, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 46 refer to sections of the Base Document, as amended by this Amendment No. 46.
  
2. LMR Change Order Modifications. The parties agree and acknowledge that Contractor will perform those certain Change Order Modification Work set forth in Exhibit C.17 (LMR Change Order Modifications) and pursuant to this Section 2, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments).

Item No.	Site ID	COR No.	Description	Amount
2.1	POM	MSI-6043	Asbestos Abatement Services	\$330,000
2.2	JPK/RHT/VPK	MSI-6030	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$45,728
<b>TOTAL AMOUNT:</b>				<b>\$375,728</b>

3. Amendments to the Base Document.
  - 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 Ninety Million, Six Hundred Thirty-Four Thousand, Fifty-Three Dollars (\$290,634,053) 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 Two Hundred Eighty-Three Million, Eight Hundred Forty-Six Thousand, Seven Hundred Seventy-Three Dollars (\$283,846,773). 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. 46 and incorporated herein by this reference. Exhibit C.1 (LMR System Payment Summary) is revised to reflect the payment revisions contemplated in this Amendment No. 46.
  - 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), attached to this Amendment No. 46, which is incorporated herein by this reference.
5. This Amendment No. 46 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. 46;
  - 5.2 Los Angeles County Counsel has approved this Amendment No. 46 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. 46; and
  - 5.4 The Executive Director of the Authority has executed this Amendment No. 46.
6. Except as expressly provided in this Amendment No. 46, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 46 on behalf of Contractor represent and warrant that the person executing this Amendment No. 46 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 46, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 46 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 FORTY-SIX  
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. 46 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: \_\_\_\_\_

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

Scott Edson  
Executive Director

Arturs A. Vanags  
Motorola Project Director

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

MARY C. WICKHAM  
County Counsel

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

Truc L. Moore  
Principal Deputy County Counsel

<b>EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY</b>				
<b>Summary</b>	<b>Unilateral Option Sum</b>	<b>Contract Sum - Full Payable Amount</b>	<b>10% Holdback Amount</b>	<b>Payment Minus 10% Holdback Amount</b>
<b>Phase 1</b> <sup>(Note 1)</sup>	\$ -	\$ 42,322,029	\$ 3,124,069	\$ 39,197,960
<b>Phase 2</b>	\$ -	\$ 43,692,747	\$ 4,259,884	\$ 39,432,862
<b>Phase 3</b>	\$ -	\$ 60,585,857	\$ 4,654,988	\$ 55,930,869
<b>Phase 4</b>	\$ -	\$ 21,653,892	\$ 2,102,017	\$ 19,551,875
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 168,254,525</b>	<b>\$ 14,140,959</b>	<b>\$ 154,113,565</b>
<b>Phase 5 (15 Years)</b>	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 168,254,525</b>	<b>\$ 14,140,959</b>	<b>\$ 210,012,084</b>
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 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		\$ 1,154,734	\$ 115,473	\$ 1,039,261
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,391,230		\$ 1,391,230
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 176,716,052</b>	<b>\$ 21,941,876</b>	<b>\$ 282,414,775</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$176,716,052</b>			
<b>LMR Discounts</b> <sup>(Note 2)</sup>	<b>-\$16,634,955</b>			
<b>MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$290,634,053</b>			

**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  
**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
<b>Amendment No. 28</b>					
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
<b>Amendment No. 28 Subtotal</b>			<b>\$ 24,953</b>	<b>\$ 2,495</b>	<b>\$ 22,458</b>
<b>Amendment No. 29</b>					
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
<b>Amendment No. 29 Subtotal</b>			<b>\$ 38,456</b>	<b>\$ 3,846</b>	<b>\$ 34,610</b>
<b>Amendment No. 30</b>					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
<b>Amendment No. 30 Subtotal</b>			<b>\$ 4,195</b>	<b>\$ 420</b>	<b>\$ 3,776</b>
<b>Amendment No. 31</b>					
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
<b>Amendment No. 31 Subtotal</b>			<b>\$ 19,573</b>	<b>\$ 1,957</b>	<b>\$ 17,616</b>
<b>Amendment No. 33</b>					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
<b>Amendment No. 33 Subtotal</b>			<b>\$ 17,490</b>	<b>\$ 1,749</b>	<b>\$ 15,741</b>
<b>Amendment No. 34</b>					
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
<b>Amendment No. 34 Subtotal</b>			<b>\$ 90,744</b>	<b>\$ 9,074</b>	<b>\$ 81,670</b>
<b>Amendment No. 35</b>					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
<b>Amendment No. 35 Subtotal</b>			<b>\$ 13,115</b>	<b>\$ 1,312</b>	<b>\$ 11,804</b>
<b>Amendment No. 36</b>					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
<b>Amendment No. 36 Subtotal</b>			<b>\$ 4,952</b>	<b>\$ 495</b>	<b>\$ 4,457</b>
<b>Amendment No. 37</b>					
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
<b>Amendment No. 37 Subtotal</b>			<b>\$ 56,337</b>	<b>\$ 5,634</b>	<b>\$ 50,703</b>
<b>Amendment No. 38</b>					
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	\$ (121,819)	\$ (12,182)	\$ (109,637)
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
<b>Amendment No. 38 Subtotal</b>			<b>\$ (47,393)</b>	<b>\$ (4,739)</b>	<b>\$ (42,654)</b>
<b>Amendment No. 39</b>					
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	\$ 43,271	\$ 4,327	\$ 38,944
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
<b>Amendment No. 39 Subtotal</b>			<b>\$ 73,606</b>	<b>\$ 7,361</b>	<b>\$ 66,245</b>
<b>Amendment No. 41</b>					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 51,024	\$ 5,102	\$ 45,922
MSI-5069	RPV1	New Phase 1 Work	\$ 54,696	\$ 5,470	\$ 49,226
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ 1,697	\$ 170	\$ 1,527
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	\$ 48,041	\$ 4,804	\$ 43,237
MSI-5087	MTL2	Road Repair Design	\$ 11,000	\$ 1,100	\$ 9,900
<b>Amendment No. 41 Subtotal</b>			<b>\$ 255,975</b>	<b>\$ 25,598</b>	<b>\$ 230,378</b>
<b>Amendment No. 43 and Amendment No. 44</b>					
MSI-6017	RIH	Addition of Microwave Link	\$ 51,604	\$ 5,160	\$ 46,444
MSI-6016	SPH	Addition of Microwave Link	\$ 61,638	\$ 6,164	\$ 55,474
MSI-6015	UNIV	Addition of Microwave Link	\$ 74,711	\$ 7,471	\$ 67,240
<b>Amendment No. 43 and Amendment No. 44 Subtotal</b>			<b>\$ 187,953</b>	<b>\$ 18,795</b>	<b>\$ 169,158</b>
<b>Amendment No. 45</b>					
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
<b>Amendment No. 45 Subtotal</b>			<b>\$ 39,050</b>	<b>\$ 3,905</b>	<b>\$ 35,145</b>
<b>Amendment No. 46</b>					
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
<b>Amendment No. 46 Subtotal</b>			<b>\$ 375,728</b>	<b>\$ 37,573</b>	<b>\$ 338,155</b>
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 1,154,734</b>	<b>\$ 115,473</b>	<b>\$ 1,039,261</b>

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.



## 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 7, 2020

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

Dear Directors:

### **APPROVE AN INCREASE TO THE BUDGET FOR ONE (1) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT**

#### **SUBJECT**

The Authority is seeking Board approval to increase the project budget and delegate authority to the Executive Director award the resulting contract and issue notices to proceed within this project budget for one (1) Telecommunication Facility Construction and Installation site for a total increased amount of \$28,290 to account for costs resulting from unforeseen conditions and requirements at this site due to the possibility of contaminated soil and potentially utilizing a more expensive alternative power source.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Find the work and cost contemplated in this recommended action at the Montebello Police Department (MNTBLPD) site, are within the scope of the activities your Board previously found statutorily exempt from review on March 6, 2014, under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS project, and any leased circuit work that may occur outside of the site, if needed, to provide connectivity to the Long Term Evolution (LTE) (inclusive of phase 2 LTE) System, is categorically exempt under CEQA pursuant to CEQA Guidelines §§15301, 15303 and 15304, and the determination that these activities are exempt from CEQA remains unchanged.

2. Increase the project budget by \$28,290 to a new total of \$410,000 for one (1) LA-RICS Telecommunication Facility Construction and Installation site, Montebello Police Department (MNTBLPD), and delegate authority to the Executive Director to award a contract and issue notices to proceed for that amount.

**BACKGROUND**

As your Board is aware, the National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, on November 1, 2018, your Board authorized the Executive Director to procure construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. On August 1, 2019, among other things, your Board approved the list of six (6) prequalified Bidders. Moreover, on March 5, 2020, your Board approved the adoption, advertisement, and resultant award of a contract for construction and installation work at one (1) PSBN Round 2 site with a previous total not to exceed amount of \$381,710, which includes the site in question for your consideration.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions contemplated in this Board Letter will authorize the Executive Director to increase the project budget for one (1) PSBN Round 2 site (MNTBLPD) by \$28,290 from \$381,710 to \$410,000.

Further, approval of the recommended actions for the MNTBLPD site will provide the Authority with a contingent replacement if one of the original twenty-six (26) sites cannot be built within the grant performance period. Having a contingency site is critical to the success of the buildout to the PSBN Round 2 sites because of the compressed construction schedule. Board approval would reduce the risk of delay should a site drop.

On March 5, 2020, your Board authorized a project budget of \$381,710 for the MNTBLPD site. On March 10, 2020, Public Works issued an Invitation for Bid (IFB) for the MNTBLPD site on behalf of the Authority. On April 2, 2020, bids were submitted and opened publicly for the MNTBLPD site. Due to unforeseen conditions at this site, the Authority requests an increase to the project budget for this site as reflected in the table below for the reasons stated in this Board Letter.

SITE	BID AMOUNT	PREVIOUSLY AUTHORIZED PROJECT BUDGET	DELTA	NEW PROJECT BUDGET
MNTBLPD	\$410,000	\$381,710	\$28,290	\$410,000

After the IFB was released, it was determined the soil at the site had the potential for contamination. To account for this, the Authority requested Bidders include costs for testing and disposal of the soil. Moreover, with respect to power at the site, the Authority's initial design contemplated submetering in an effort to save time in the construction process but have yet to receive approval from the City of Montebello. Because the approval is outstanding, the Authority instructed its Bidders to assume power at the site would be pulled from a nearby transformer in lieu of the original submetering option. Both of these actions resulted in increased costs. If the submetering is cleared by the site owner prior to construction start, the selected Contractor will be instructed to only proceed with power submeter work resulting in a cost-savings.

In light of this information, your Board's approval is requested to authorize an increase to the project budget at the MNTBLPD site which would authorize the Executive Director to execute a construction contract and issue notices to proceed for the same.

### **FISCAL IMPACT/FINANCING**

The requested increased amount of \$28,290 for the construction at MNTBLPD will be fully funded by the BTOP grant and is within the existing budget.

### **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority previously determined on March 6, 2014, that design, construction, implementation, operation, and maintenance of the LTE System infrastructure at site MNTBLPD were exempt from review under CEQA pursuant to Public Resources Code §21080.25, the exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. This determination was based on a detailed analysis of this site, available in the Authority's files. The Authority also determined on March 6, 2014 that leased circuit work that may occur outside of this site that is needed to connect to the LTE System is categorically exempt under CEQA pursuant to CEQA Guidelines Section 15301, 15303, and 15304 as such work would involve minor alteration in the condition of land within the public right-of-way. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Leased circuit work would not include the removal of healthy, mature scenic trees and would not be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemptions inapplicable based on the project records.

Upon your Board's approval of the recommended actions, the Authority will file a Notice of Exemption for the MNTBLPD site with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines. The Authority will also comply with Executive Order (EO) N-54-20 issued by the Governor for posting of such materials during the California State of Emergency resulting from COVID-19.

**FACTS AND PROVISIONS/LLEGAL REQUIREMENT**

Counsel to the Authority has reviewed the recommended actions and has 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

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cc: Counsel to the Authority