



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("AUTHORITY")

BOARD OF DIRECTORS MEETING

Thursday, November 6, 2025, • 9:00 a.m.

LA-RICS Headquarters
2525 Corporate Pl., Suite 200,
Large Conference Room
Monterey Park, CA 91754

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

Call-in Number for the Public:

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

Telephone Number: (323) 886-6924

Conference ID: 460 827 341#

AGENDA POSTED: October 30, 2025

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

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO County of Los Angeles Chief Executive Office	1.	Leslie Luke , Deputy Director, Office of Emergency Management County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Chair) , Fire Chief County of Los Angeles Fire Department	2.	Michael Inman , Deputy Fire Chief County of Los Angeles Fire Department
3.	Robert Luna (Vice-Chair) , Sheriff County of Los Angeles Sheriff's Department	3.	David Sum , Acting Commander County of Los Angeles Sheriff's Department
4.	Richard Tadeo , Director, EMS Agency County of Los Angeles Department of Health Services	4.	Jacqueline Rifenburg , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	Michael Alegria , Fire Chief (Avalon) Los Angeles Area Fire Chiefs Association	5.	Michael Browne , Acting Fire Chief (West Covina) Los Angeles Area Fire Chiefs Association
6.	Scott Wiese , Police Chief (Monterey Park) Los Angeles County Police Chief's Association	6.	Gustavo Jimenez , Police Captain (Monterey Park) Los Angeles County Police Chief's Association
7.	Joshua Nelson , City Manager (City of Industry) California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	Ric Walczak , Police Chief At-Large Seat #3 (City of Covina Police Department)	8.	Antonio Zavala , Lieutenant At-Large Seat #3 (City of Covina Police Department)
9.	Mark Fronterotta , Police Chief At-Large Seat #2 (City of Inglewood Police Department)	9.	Cardell Hurt , Captain At-Large Seat #2 (City of Inglewood Police Department)
10.	Chris Nigg , Fire Chief At-Large Seat #4 (City of La Verne Fire Department)	10.	Brandon Coatney , Deputy Fire Chief At-Large Seat #4 (City of La Verne Fire Department)

OFFICERS

Scott Edson , LA-RICS Executive Director
Ronald Watson , LA-RICS Deputy Executive Director
Oscar Valdez , County of Los Angeles, Auditor-Controller
Elizabeth Buenrostro Ginsberg , County of Los Angeles, Treasurer and Tax Collector



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

- I. CALL TO ORDER**
- II. ANNOUNCE QUORUM – ROLL CALL**
- III. APPROVAL OF MINUTES – (A)**
 - A. October 2, 2025 – Regular Minutes**
Agenda Item A
- IV. PUBLIC COMMENTS –**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS (B – D)**
 - B. Director’s Report – Scott Edson**
 - C. Joint Operations and Technical Committee Chair’s Report – NONE**
 - D. Finance Committee Chair’s Report – NONE**
- VII. DISCUSSION ITEMS (E – F)**
 - E. Land Mobile Radio Network Operations Status and Issues – Ted Pao**
Agenda Item E
 - F. Outreach Update – Lt. Robert Weber**
Agenda Item F
- VIII. ADMINISTRATIVE MATTERS (G – J)**
 - G. APPROVE A SOLE SOURCE AGREEMENT WITH PV COMMUNICATION, INC. FOR CONSULTANT SERVICES TO PROVIDE PUBLIC SAFETY RADIO COMMUNICATIONS SPECIALIST CONSULTANT SERVICES**



It is recommended that your Board:

1. Approve an Agreement between the Authority and PV Communication, Inc. (i.e. Mr. Paul Villalobos), similar in form to the enclosed Agreement **(Enclosure)**, to provide the Authority with Public Safety Radio Communications Specialist Consultant services as the Public Safety Radio Communications Specialist for a billed hourly rate of \$75, with a not-to-exceed contract amount of \$130,800 per year, and an initial one (1) year term, commencing upon the date of execution of the Agreement, with three (3) one-year renewal options, which may be exercised at the sole discretion of the Authority
2. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar in form to the enclosed Agreement **(Enclosure)**.
3. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, including exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item G

H. APPROVE AMENDMENT NO. 133 TO AGREEMENT NO. LA-RICS 007

It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval of Amendment No. 133 to include one (1) Change Order in connection with fire damage remediation work at the Hauser Peak (HPK) site is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this site, which your Board previously found statutorily exempt from review under California Environmental Quality Act (CEQA) on November 13, 2014, pursuant to the Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.



- b. Find that the approval of Amendment No. 133 to include one (1) Change Order for power infrastructure installation work at the Burnt Peak 1 (BUR1) site in accordance with the Southern California Edison (SCE) power design is (a) within the scope of the Final Environmental Impact Report (EIR) for the LA-RICS LMR System, which was previously certified under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site 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.
 - c. Find that the approval of Amendment No. 133 to include one (1) Change Order to perform CADi Interface Connection and IMW API work, and the performance of certain interconnection work are not subject to CEQA because they are not a project under CEQA pursuant to CEQA Guidelines Sections 15378 and 15061 (b)(3) and does not have the potential for causing a significant effect on the environment.
2. Approve Amendment No. 133 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI), similar in form to the **Enclosure**, which reflects the following:
 - a. Incorporate a Change Order to remediate fire damage at the HPK site for a cost increase in the amount of \$7,472.
 - b. Incorporate a Change Order to install power infrastructure work at the BUR1 site for a cost increase in the amount of \$143,453.
 - c. Delegate authority to the Executive Director to allocate contingency funds to execute one (1) or more Amendments in connection with the power infrastructure work at the BUR1 site for an aggregate not-to-exceed amount of \$40,000. Any such Amendments, if needed and exercised, will be approved as to form by Counsel to the Authority. Such Amendments may be needed to account for the following:
 - Mitigating site access delays resultant from inclement weather at this mountain-top site.



- Accommodating Red Flag occurrences which may result in halt of work resulting in demobilization.
 - Account additional potential unforeseen and/or unanticipated work at the site.
- d. Incorporate a Change Order to perform Genesis CADi Interface Connection and IMW API Enablement work for a cost increase in the amount of \$115,685.
- e. Include costs for the inclusion of additional interconnection work funded by the UASI grant to further interoperability efforts in the region in the amount of \$999,024.
- f. Increase the Maximum Contract Sum by \$1,265,634 from \$278,576,028 to \$279,841,662.
- g. Delegate authority to the Executive Director to execute Amendment No. 133, in substantially similar form to the enclosed Amendment **(Enclosure)**, and issue one (1) or more Notices to Proceed (NTP) for the work contemplated in Amendment No. 133, as may be necessary.

Agenda Item H

I. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. LA-RICS 025 WITH GENCORE CANDEO, LTD. Dba THE GENESIS GROUP

It is recommended that your Board:

1. Approve Amendment No. 1 to the Agreement, in substantially similar form to the Enclosure, with GenCore Candeco Ltd, dba The Genesis Group (Genesis) to integrate a Genesis CAD interface with MSI's ASTRO 25-CADI in order to improve LA-RICS LMR Users/Subscribers radio capabilities and increase the Total Contract Amount by \$37,221.
2. Delegate authority to the Executive Director to execute Amendment No. 1, in substantially similar form to the enclosed Amendment (Enclosure).
3. Allow the issuance of one or more Notices to Proceed for the work contemplated in Amendment No. 1.

Agenda Item I



J. ACCEPT 2024 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

It is recommended that your Board:

1. Accept \$1,120,000 in grant funds from the Fiscal Year 2024 SHSGP as distributed through the California Office of Emergency Services (Cal OES); and,
2. Authorize the Executive Director to execute the 2024 SHSGP Sub-recipient Agreement between the County of Los Angeles and the Authority substantially similar in form to Enclosure.
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

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, December 4, 2025, at 9:00 a.m., at the LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, CA 91754.



BOARD MEETING INFORMATION

Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) requests for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

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

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

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

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



BOARD OF DIRECTORS REGULAR MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, October 2, 2025 • 9:00 a.m.

LA-RICS Headquarters
2525 Corporate Pl., Suite 200,
Large Conference Room
Monterey Park, CA 91754

BOARD MEMBERS PRESENT

Richard Tadeo, Director, EMS Agency County of Los Angeles Department of Health Services

Michael Alegria, Fire Chief (Avalon), Los Angeles Area Fire Chief's Association

ALTERNATES FOR BOARD MEMBERS PRESENT

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

Nicholas Berkuta, Assistant Fire Chief, County of Los Angeles Area Fire Department

David Sum, Acting Commander, County of Los Angeles Sheriff's Department

Gustavo Jimenez, Police Captain, Los Angeles County Police Chief's Association

Joshua Turner, Police Lieutenant, At-Large Seat #3 (City of Covina Police Department)

BOARD MEMBERS ABSENT / VACANT

Joshua Nelson, City Manager (City of Industry) California Contract Cities Association

Mark Fronterotta, Police Chief, At-Large Seat #2 (City of Inglewood Police Department)

Chris Nigg, Fire Chief, At-Large Seat #4 (City of La Verne Fire Department)

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director



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I. CALL TO ORDER

Alternate Board Chair Nicholas Berkuta called the Regular meeting of the Board to order at 9:00 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

LA-RICS Project Team Member Marissa Bosque took roll call and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. July 10, 2025 – Regular Minutes

Agenda Item A

Alternate Board Chair Berkuta asked the Board if there were any questions to the attached Regular meeting minutes for July 10, 2025; hearing none, he called for a motion to approve.

Alternate Board Member David Sum motioned first, seconded by Board Member Richard Tadeo.

Ayes (6): Tadeo, Alegria, Berkuta, Sum, Jimenez, and Turner.

MOTION APPROVED.

Board Member Leslie Luke arrived after the Minutes had been carried into motion.

IV. PUBLIC COMMENTS

There was no public comment.

V. CONSENT CALENDAR

There were no consent items on the Regular Meeting Agenda.



VI. REPORTS (B - D)

B. Director's Report – Scott Edson

Executive Director Scott Edson greeted the Board and reported that regarding Operations and Maintenance, since the last report to the Board, the restoration work at site Green Mountain (GRM) was completed. Executive Director Edson shared the GRM site sustained heat damage to coaxial cables, and a burned microwave antenna cover during the Palisades Fire, and despite the damage, the site remained fully operational throughout the fire response and aftermath.

Executive Director Edson further reported that regarding permanent power at site GRM, LA-RICS was obtaining a quote for the pole and trench work required to comply with the City of Los Angeles Department of Water and Power's (LADWP) revised power-delivery mandate, and this change was necessary due to LADWP's relocation of its power pole following the Palisades Fire.

Executive Director Edson stated that a related permanent power project at site Burnt Peak (BUR1) was progressing, and that LA-RICS staff has defined a scope of work to connect with Southern California Edison's (SCE) solar power grid. Executive Director Edson further stated that a quote from Motorola Solutions, Inc. (MSI) to execute this work is currently under internal review, and once the quote is approved, a Change Order Request will be presented to the Board in November.

Executive Director Edson reported that at site Frost Peak (FRP), contractors have made progress repairing damages caused by the 2024 winter ice storm and the Bridge Fire, and although these events did not take the site out of service, cables, antennas, and other equipment required repair or replacement to maintain a long-term operational readiness and reduce the impact of falling ice on the infrastructure in the future.

Regarding interoperability, Executive Director Edson stated that LA-RICS continues to advance regional interoperability as defined in the system of systems model, and that physical Inter-RF Subsystem Interface (ISSI) interconnections between LA-RICS and the City of Long Beach have been completed at the Signal Hill radio site. Executive Director Edson further stated remaining work includes configuring each core to pass ISSI data between the two systems. Executive Director Edson went on to say that once this is implemented, test scenarios will validate which radio features traverse a hub-and-spoke ISSI architecture versus a mesh architecture, where each Land Mobile Radio (LMR) system connects to multiple systems.



Executive Director Edson said operational and fiscal impacts differ significantly between these approaches, with mesh being substantially more costly. Executive Director Edson expressed LA-RICS is hopeful the ISSI architecture will work as expected.

Executive Director Edson further expressed LA-RICS continues to see more agencies programming their radios to be interoperable with LA-RICS, and this week, an Affiliate User Agreement was signed with the City of Los Angeles Police Department (LAPD). Executive Director Edson reported that discussions with LAPD on interconnections are progressing further, and he recently met with the new City of Los Angeles (City) Deputy Mayor Brian Williams, who gave assurance that he and Mayor Karen Bass are supportive of interoperability.

Executive Director Edson shared that discussions with the California Governor's Office of Emergency Services (Cal OES) on Critical Connect, which is MSI's hosted-cloud interoperability solution, have fortified both organizations' commitment to accelerate implementation in advance of major events such as the 2026 World Cup, the 2028 Olympics, and future large-scale emergency responses. Executive Director Edson further shared that LA-RICS was working closely with the California Highway Patrol, for which LA-RICS has an Affiliate User Agreement with; Operations Lead Robert Weber would expand on this in his report.

Executive Director Edson expressed that achieving full regional interoperability would require a sustained and focused MSI effort to deliver ISSI and Critical Connect connections across the region's LMR systems, and as the region transitions from a single LMR system interoperability to a "system-of-systems" model, it is essential that as LA-RICS' key technology partner, MSI dedicates the necessary technical resources to meet this critical need. Executive Director Edson further expressed LA-RICS continues to work closely with MSI's regional representatives and leadership to secure the support needed for this mission.

Regarding the Budget, Executive Director Edson stated he would provide a report on Agenda Item G, which is the Statement of Receipts and Disbursements for the AT&T Business Agreement Fund uses for the period ending June 30, 2025. Executive Director Edson noted the interest earned exceeded the costs for certain Los Angeles County (County) Counsel billings, which is positive news. Executive Director Edson mentioned he would address any questions the Board may have under this Agenda Item.

Regarding Grants, Executive Director Edson reported the Notice of Funding Opportunity (NOFO) for the Urban Area Securities Initiative (UASI) 2025 was



released by the Federal Emergency Management Agency (FEMA) with the overall Homeland Security Grant Program (HSGP) remaining unchanged at one billion eight million dollars (\$1,008,000,000), however, the UASI allocation for Los Angeles and Long Beach was significantly reduced by twenty million seven hundred thousand dollars (\$20.7 million) compared to the previous grant year. Executive Director Edson further reported the Approval Authority met on September 12, 2025, and voted on reducing the allocation awarded to all projects, which included the carve-out funding to interoperable communications that was intended to fund ongoing operations and maintenance.

Executive Director Edson went on to say the reduction taken was thirty percent (30%), which takes the allocation for LA-RICS from one million dollars (\$1,000,000) to seven hundred thousand dollars (\$700,000). Executive Director Edson mentioned the City's three (3) agencies which are the LAPD, Los Angeles World Airports (LAWA), Port of Los Angeles (POLA), City of Long Beach, and Interagency Communications Interoperability system (ICI) received seven hundred thousand dollars (\$700,000) each, which he recommended the Board to keep in mind when looking at fair and equitable funding in the region when the opportunity presents itself.

Executive Director Edson stated that in July of this year, the Board approved the execution of the Subrecipient Agreement with the City for the UASI 2024 grant, and LA-RICS staff would be submitting Claim #1 for this grant which would fully deplete the one million dollars (\$1,000,000) allocation given by the Approval Authority for the Operations and Maintenance Subscriber User Agreement (SUA) with MSI. Executive Director Edson expressed that, unfortunately, this grant allocation only covered three (3) months of the actual Subscriber User Agreement costs, and the recently reduced UASI 2025 allocation would cover even less.

Executive Director Edson expressed that as LA-RICS prepares their application for UASI 2026, LA-RICS is hopeful the allocations to interoperable communications projects for ongoing Operations and Maintenance will consider the system that services the broader region via free emergency and mutual aid Affiliate Agreements as well as being the system with the largest footprint and infrastructure. Executive Director Edson further expressed the commitment to Cal OES and FEMA was to be fair and equitable, and LA-RICS would continue to push for both and the Board's continued support is greatly appreciated.

Executive Director Edson shared that in an effort to assist the region along with its struggles to achieve interoperability, the completion of interoperability interconnections and the model LA-RICS promised to federal grantors, the Mayor's



office announced that it will retain an interoperable communications director to help ensure that funding is allocated appropriately and in accordance with the system of systems model with work completed on time. Executive Director Edson mentioned that a monthly meeting of the interoperable communications group from the UASI membership was held, and that individual would be responsible for hosting that meeting.

Regarding Contracts, Executive Director Edson shared that Agenda Item I was for LMR Amendment No. 131 with MSI for fire suppression equipment restoration at site HPK (Hauser Peak), which resulted from the Hawk Fire triggering the fire suppression system inside the site. Executive Director Edson stated this activation required Change Order work which was not included in the Base Agreement with MSI. Executive Director Edson further stated that although this work is claimable via insurance, LA-RICS must pay MSI via this agreement and then be reimbursed through insurance.

Executive Director Edson reported that Agenda Item J requested the Board's approval to provide authorization to the Executive Director to enter negotiations with Mr. Paul Villalobos (PV Communications, Inc.) for an agreement that would allow him to continue to assist the Authority with radio programming work which is required to achieve regional interoperability. Executive Director Edson reminded the Board that LA-RICS was able to recover costs associated with assisting agencies via the Board's previously approved Hold Harmless Agreement that allowed LA-RICS to assist agencies with impediments to interoperable communications by providing a Subject Matter Expert (SME) to assist them with programming, configuring portable and mobile radios, and base stations including encryption keys, talk groups, and frequencies.

Executive Director Edson shared the unique qualifications of Mr. Villalobos are his extensive familiarity not only with LA-RICS, its governance, policies, and technology, but also extensive familiarity and experience with the agencies in the region, the various technology employed by these agencies which may include new and old technology and radios other than MSI radios. Executive Director Edson said that as the Board is aware, this work is time sensitive given the fact that all agencies must be interoperable with LA-RICS; this need was highlighted in the McChrystal After-Action Review of the Eaton and Palisades Fires report. Executive Director Edson emphasized the need for this work to be done as soon as possible.



Executive Director Edson quoted some Priority Recommendations and Actions from the McChrystal Group After-Action Review of the Eaton and Palisades Fires which are listed below:

- *Align situational awareness and interoperability across County departments and agencies.*
- *Update obsolete systems and technology, enable all emergency response communications to leverage the LA-RICS LMR System.*

Executive Director Edson expressed these bullet points perfectly highlighted the need for interoperable communications. Executive Director Edson mentioned there was great interoperable communication amongst public safety, and that should be taken advantage of.

Executive Director Edson stated that Agenda Item K was for Amendment No. 36 to the Jacobs Project and Construction Management (Jacobs) Services Agreement which is to exercise the final one-year option term that will expire on December 31, 2026. Executive Director Edson further stated the Amendment will maintain a limited number of Jacobs staff required to complete certain project management activities related to ongoing projects such as providing permanent power to sites BUR1 and GRM, and completion of the security camera project. Executive Director Edson went on to say that, additionally, as LA-RICS moves forward with hires through the County for items recently approved by the County CEO's office and are already included in the LA-RICS Adopted Budget, LA-RICS would wind down the Jacobs positions that are performing oversight and management for Operations and Maintenance work. Executive Director Edson said the funds to cover this final one-year option term are included in the Fiscal Year 2025-26 Adopted Budget and will be included in the proposed budget for Fiscal Year 2026-27 covering the months of July to December of 2026.

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

C. Joint Operations and Technical Committee Chair's Report – NONE

D. Finance Committee Chair's Report – NONE



VII. DISCUSSION ITEMS (E – G)

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

Technical Lead Ted Pao reported that for the last two (2) months, the LA-RICS LMR Network operated without any service-impacting outages on the Digital Trunked Voice System; and on the Analog Voice Radio System, because of its architecture where each base station is tied to a specific channel, outages on individual channels or at a single site sometimes occurred. Technical Lead Pao said, however, there have not been any region-wide analog outages.

Technical Lead Pao reported that most of the outages that occurred are tied to utility power issues and at generator sites such as at GRM and BUR1. Technical Lead Pao further reported that LA-RICS is actively working on permanent power solutions for both sites. Technical Lead Pao went on to say these power interruptions typically stem from planned maintenance, unplanned outages, or public-safety power shutoffs.

Technical Lead Pao shared that in the last two (2) months, two (2) wildland fires affected LA-RICS sites; the Canyon Fire, which began on August 7, 2025, originated in Ventura County and spread near one of the LA-RICS sites, Del Valle (LACFDEL) inside the County Fire training grounds. Technical Lead Pao further shared the site remained undamaged, and a brief power outage occurred, however, the generator ran seamlessly.

Technical Lead Pao reported that the Hawk Fire, which began on August 14, 2025, originated in Acton and quickly swept over site HPK when the wind shifted. Technical Lead Pao further reported that, again, the generator handled the power outage without service impact. Technical Lead Pao went on to say some equipment did sustain some heat and fire damage, and the fire suppression system discharged its agent when the smoke alarm was triggered, which is why a Change Order is needed. Technical Lead Pao said LA-RICS is consolidating the damage costs and will bring a Change Order to the Board in November to fund site restoration.

Technical Lead Pao shared that he would discuss Genesis GenWatch, which is one of the monitoring tools that LA-RICS is rolling out to maintenance staff. Technical Lead Pao further shared this was not a new platform, however, the latest release was updated, which added new features and a more user-friendly interface.

Technical Lead Pao shared slides (**Agenda Item E – Enclosure**) which showed features of the latest release which provided at-a-glance system information such



as connected radios, new subscribers in the last seven (7) days, calls in progress, system utilization, site/cell statistics, peak channels, group voice calls, and busy counts. Technical Lead Pao reported the tool contains a dashboard which is customizable and allows users to drill down into any specific site or cell for more detailed statistics.

Technical Lead Pao also shared slides regarding system loading by site or cell, which is essentially a quick view of where voice traffic occurs. Technical Lead Pao went on to say Genesis GenWatch also offers deeper functionality such as the below listed features:

- Activity: a live feed of all calls, data, and alarms (with filters to isolate what you need)
- Channels: channel assignments by site
- Faults: a list of current alarms or faults (with filters to focus on the critical ones)
- Steam: allows users to set up custom alerts such as flagging an illegal carrier/interference that immediately alerts the Maintenance team.

Technical Lead Pao stated Genesis GenWatch is one of the several tools LA-RICS is using to maintain reliable system function, and that it is a good example of how LA-RICS is providing the Maintenance Team with faster and clearer insight into system health.

Alternate Chair Berkuta asked Technical Lead Pao where the Maintenance Team has found Genesis GenWatch most useful. Technical Lead Pao stated the Network Operations Center (NOC) at the Sheriff's Communication Center monitors activity twenty-four (24) hours a day, seven (7) days a week; there is also a NOC at the County Fire Command Center (FCCF) where multiple screens are set up for monitoring.

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

F. Outreach Update – Lieutenant Robert Weber

Operations Lead Lieutenant Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the months of July, August, and September 2025 included in the Agenda Packet for review and information.



Operations Lead Lt. Weber reported that during these months, the Authority staff continued with Subscriber and Affiliate outreach efforts while also assisting with several internal projects. Operations Lead Lt. Weber further reported that Authority staff has been coordinating with the County Internal Services Department (ISD) to repair the road to site Whitaker Middle Peak (WMP) which was badly damaged in the storms several years ago. Operations Lead Lt. Weber went on to say some work has been completed and more work is planned which involves coordination to access the site safely and manage traffic along the route to the site.

Operations Lead Lt. Weber shared the Authority continues to work with members of the Interagency Communications Interoperability system (ICI) regarding affiliate radio ID efforts and the programming of the regional Inter-RF Subsystem Interface (ISSI) interoperability Talkgroups, which LA-RICS refers to as the regional channels. Operations Lead Lt. Weber further shared that progress is moving forward with these interoperability efforts, and LA-RICS is working on plans for ISSI connections overall in the region.

Operations Lead Lt. Weber reported that on July 17, 2025, and September 18, 2025, the Authority staff attended the regional planning group calls to discuss efforts and worked on further gap analysis with MSI to progress with regional connections. Operations Lead Lt. Weber further reported LA-RICS is continuing to work with representatives from MSI regarding this effort, and there would be more to report in the coming months.

Operations Lead Lt. Weber shared that on July 24, 2025, the Authority staff met with personnel from the Long Beach Police Department (PD) and the City of Long Beach Office of Information Technology regarding the planned intersystem connection to the LA-RICS system. Operations Lead Lt. Weber further shared the meeting was productive, and there is anticipation to have the ISSI in place as the Long Beach PD move to their new LMR system in the near future.

Operations Lead Lt. Weber reported on September 23, 2025, the Authority staff met with members of the Mayor's office to discuss interoperability efforts for LAPD and the region. Operations Lead Lt. Weber further reported that on September 30, 2025, the Authority staff met with executives from the LAPD to work on interoperability, and he was happy to report that LA-RICS has an Affiliate Agreement signed with the LAPD and would move forward with connections with special operations groups between the LAPD and LASD first before moving forward with other connections with them.



Operations Lead Lt. Weber stated that on August 19, 2025, the Authority staff attended the World Cup Emergency Communications Planning Meeting at the SoFi Stadium in Inglewood, and the meeting was productive, however, more work is needed. Operations Lead Lt. Weber further stated LA-RICS is requesting an in-person meeting with the International Federation of Association Football (FIFA) security planners to assist with these efforts. Operations Lead Weber went on to say the Authority staff continued coordination efforts with the Palos Verdes Estates PD, UCLA PD, Montebello PD, and several other agencies; the Authority staff continues to work closely with these entities to ensure their needs are met. Operations Lead Lt. Weber reported Authority staff members continue close contact with State and Federal partners to ensure interoperability during major events and to continue collaboration on regional public safety communication.

Operations Lead Weber asked if there were any questions to which there were none. There was no further discussion.

G. STATEMENT OF RECEIPTS & DISBURSEMENTS FOR AT&T BUSINESS AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK (PSBN)

Executive Director Edson reported that around 2010, LA-RICS obtained a grant for purposes of building Public Safety Broadband Network (PSBN) sites, and LA-RICS built over one hundred and twenty (120) PSBN sites in time for the federal government to award a National Public Safety Broadband contract to AT&T which formed AT&T FirstNet. Executive Director Edson further reported the spectrum on which LA-RICS built the PSBN system is the same spectrum that AT&T FirstNet now leases from the government; therefore, LA-RICS entered into an agreement with AT&T FirstNet for them to absorb all LA-RICS PSBN sites. Executive Director Edson stated the County is the only place in the nation where the PSBN is built on public safety grade sites.

Executive Director Edson explained that during the business agreement, LA-RICS received money from AT&T FirstNet for the purchase of these sites to AT&T FirstNet, with the funds earmarked for PSBN related legal issues, and other Long-Term Evolution (LTE) broadband, public safety, and broadband related expenses for sites where the LTE equipment is co-located with LA-RICS LMR sites; these are the funds remaining from that business agreement. Executive Director Edson further explained the funds are maintained in the segregated account for purposes of maintaining PSBN issues that may come up over the years. Executive Director Edson said LA-RICS is in discussions with AT&T FirstNet regarding the possibility of using some of these funds to help pay for the repair of site access roads to locations where LA-RICS and AT&T FirstNet both have sites.



Executive Director Edson stated these funds are currently untouched and are earning interest. Executive Director Edson further stated LA-RICS used some of these funds to pay County Counsel to handle legal issues with the federal government and AT&T FirstNet.

Executive Director Edson asked if there were any questions to which there were none. There was no further discussion.

RECEIVED AND FILED

VIII. ADMINISTRATIVE MATTERS (H – L)

H. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

Executive Director Edson reported that as required by the Joint Powers Authority Agreement under Article 3, Section 1.01, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors. Executive Director Edson further reported the Chairperson shall sign all contracts on behalf of the Authority (unless delegated to the Executive Director) and perform all of the Chairperson's duties. Executive Director Edson went on to say the Board should consider and vote on nominations for a Chairperson and Vice-Chairperson.

Executive Director Edson stated that in the July 2025 Board Meeting, it was announced that an election would take place at a later date. Executive Director Edson further stated the Directors could take this opportunity to elect a new Chairperson and Vice-Chairperson, or the current Chairperson and Vice-Chairperson could maintain their seats. Executive Director Edson mentioned the current Chairperson is County Fire Chief Anthony Marrone and the Vice-Chairperson is Los Angeles Sheriff Robert Luna.

Alternate Chair Berkuta expressed that Board Chairperson Anthony Marrone would be honored to continue as the Chairperson of the Board if nominated. Alternate Board Member Luke made a motion to continue with the current Chairperson and Vice-Chairperson.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Luke motioned first, seconded by Board Member Alegria.

Ayes 7: Tadeo, Alegria, Luke, Berkuta, Sum, Jimenez, Turner



MOTION APPROVED.

I. LMR AMENDMENT NO. 131 TO AGREEMENT NO. LA--RICS 007

Deputy Executive Director Ron Watson presented Agenda Item I in which Board approval was requested to execute Amendment No. 131 with MSI to incorporate a Change Order in the amount of fourteen thousand three hundred and twenty-four dollars (\$14,324), which if approved by the Board, would be funded by UASI grants in accordance with the LA-RICS Adopted Operating Budget.

Deputy Executive Director Watson reported the Change Order was for certain fire suppression system work at site HPK caused by smoke from the Hawk Fire, which is not covered by the current maintenance plan. Deputy Executive Director Watson further reported that in particular, the fire suppression system needed to be restored to its original condition by refilling the fire suppression cylinder and valve repair in order to pass system inspection.

Deputy Executive Director Watson requested the Board delegate authority to the Executive Director to execute Amendment No. 131 and issue one or more Notices to Proceed for this work.

Alternate Chair Berkuta mentioned he is aware the functionality of the site stayed intact throughout the fire and asked Deputy Executive Director Watson if there was hardware damage because of the release of the extinguishing agent. Deputy Executive Director Watson said there was no damage. Alternate Chair Berkuta stated the system worked as designed.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Sum motioned first, seconded by Board Member Tadeo.

Ayes 7: Tadeo, Alegria, Luke, Berkuta, Sum, Jimenez, and Turner

MOTION APPROVED.

J. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH PV COMMUNICATION, INC. TO PROVIDE PUBLIC SAFETY RADIO COMMUNICATIONS SPECIALIST CONSULTANT SERVICES

Executive Director Edson presented Agenda Item J, in which the Board approval was requested to delegate authority to the Executive Director to enter into



negotiations with PV Communication, Inc. for a Sole Source Agreement to provide Public Safety Radio Communications Specialist consultant services to the Authority. Executive Director Edson stated that, if approved by the Board, upon completion of negotiations, the Authority staff would return to the Board with a proposed agreement, corresponding scope, terms and conditions, and cost for the Board's approval.

Executive Director Edson reported the LA-RICS Operations Team has been working cooperatively with agencies in the region to ensure interoperability via the User Agreements. Executive Director Edson expressed how, as previously reported to the Board, an impediment to agency interconnection has been a lack of resources to assist with radio programming.

Executive Director Edson expressed that given the urgency of regional interoperability and time-sensitive work needed to achieve agency interoperability with LA-RICS, it is necessary to have a dedicated part-time/as needed and qualified individual to, among other things, configure, program, test, and maintain radio communication equipment to ensure this urgent interoperability is achieved.

Executive Director Edson reported that on July 10, 2025, the Board approved a Hold Harmless Agreement for use between the Authority and member agencies, subscribers, and affiliates to allow the Authority to program, diagnose, troubleshoot, and/or repair user's radios and recover costs for rendering these services.

Executive Director Edson stated he was seeking Board approval to enter into Sole Source negotiations with PV Communication, Inc. (Mr. Paul Villalobos) to provide these essential radio programming, diagnostic, and troubleshooting services to LA-RICS users on a part time/as-needed basis.

Executive Director Edson further stated that currently, this work is supported, in part, by a Jacobs consultant employee (Mr. Dana Gower) who was previously an LASD Deputy and is exceptionally familiar with the LA-RICS project and MSI equipment.

Executive Director Edson went on to say that, with an increase in requests for radio support by user agencies, the Authority is looking to expand the resources by providing these services with the unmatched expertise of Mr. Paul Villalobos. Executive Director Edson shared that Mr. Villalobos is the owner of PV Communication, Inc. and has extensive experience as follows:



- Worked in public safety radio communications for over thirty (30) years in this region;
- Been involved with the LA-RICS project prior to System Acceptance;
- Specialized in supporting regional interoperability solutions for agencies throughout the County;
- Has considerable knowledge and extensive experience with the LA-RICS project, serving on the Joint Operations and Technical Committee as well as the Ad-Hoc Committee as an SME;
- Assisted LA-RICS users via his role in the Advisory Committees to LA-RICS serving as radio SME and assisting during mass events such as the Rose Parade, Rose Bowl, and Super Bowl;
- Served as a regional SME for the San Gabriel Valley public safety agencies and has the requisite radio programming expertise required to carry out this critical role.

Executive Director Edson mentioned there were several other reasons why Mr. Villalobos was qualified and would not expound on them at this time. Executive Director Edson said it is for these reasons that Board approval is being sought for LA-RICS to enter into Sole Source negotiations with PV Communication, Inc.

Alternate Board Member Joshua Turner asked Executive Director Edson that, if approved, if the company would be onsite, or if agencies would have to deliver their equipment to the company. Executive Director Edson said the company offers both options.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Turner motioned first, seconded by Alternate Board Member Jimenez.

Ayes 7: Tadeo, Alegria, Luke, Berkuta, Sum, Jimenez, and Turner

MOTION APPROVED.

K. APPROVE AMENDMENT NO. 36 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

Deputy Executive Director Watson presented Agenda Item K, in which Board approval was requested to execute Amendment No. 36 with Jacobs Project Management to exercise the final option term, extending the existing term through December 31, 2026. Deputy Executive Director Watson reported the extension



would allow Jacobs to continue to provide certain project management services for the LMR System in connection with the ongoing oversight and management of Operations and Maintenance activities, for permanent power projects at sites BUR1 and GRM, and the completion of the security camera project.

Deputy Executive Director Watson said that upon Board approval, the Maximum Contract Sum will be increased by one million five hundred fifty-nine thousand nine hundred twenty-eight dollars (\$1,559,928), which will be funded by Subscriber Agreement Revenue and is included in the LA-RICS Fiscal Year 2025-26 Adopted Budget as well as be included in the Fiscal Year 2026-27 Budget that will be presented to the Board.

Deputy Executive Director Watson reported that Authority staff requested the Board delegate authority to the Executive Director to:

- Execute Amendment No. 36 in substantially similar form to the Amendment enclosed with the Board Letter.
- Issue one or more Notices to Proceed for this work.
- Continue to approve and execute amendments to reallocate phase budget amounts from one phase budget to another phase budget provided such reallocations do not increase the Maximum Contract Sum and are approved as to form by Counsel to the Authority.

Alternate Board Member Sum asked Deputy Executive Director Watson if LA-RICS had plans to fill the Jacobs roles for 2026, or if the plans would be discussed at a later time. Executive Director Edson stated LA-RICS is hopeful there will not be a need for Jacobs beyond 2026, with plans to fill positions in the coming year to provide those services, however if the positions are not filled and a need for an extended term with Jacobs arises, then LA-RICS would present an extension via amendment to the Board for their approval. Executive Director Edson further stated the need for Jacobs services would depend on how quickly the Jacobs positions would be filled by County staff.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Jimenez motioned first, seconded by Alternate Board Member Luke.

Ayes 7: Tadeo, Alegria, Luke, Berkuta, Sum, Jimenez, and Turner

MOTION APPROVED.



L. 2026 SCHEDULE OF LA-RICS BOARD MEETINGS

Executive Director Edson presented Agenda Item L, in which Board approval was requested for calendaring of the recommended dates for the 2026 Board of Directors Regular Meetings. Executive Director Edson requested the Board provide any requested changes to the proposed 2026 LA-RICS Regular Board Meetings dates.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Chair Berkuta motioned first, seconded by Alternate Board Member Sum.

Ayes 7: Tadeo, Alegria, Luke, Berkuta, Sum, Jimenez, and Turner

MOTION APPROVED

Board Member Michael Alegria asked the group about the site status on the communications tower on San Clemente island as there have been communications challenges at that location. Operations Lead Lt. Weber stated LASD would coordinate with the County of Los Angeles Fire Department to investigate and help resolve the communications issue.

IX. MISCELLANEOUS – NONE

There were no Miscellaneous Items for the Regular Meeting.

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

There were no Future Discussion and/or Action Items for the Regular Meeting.

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT OF THE REGULAR AND SPECIAL MEETINGS AND NEXT REGULAR MEETING

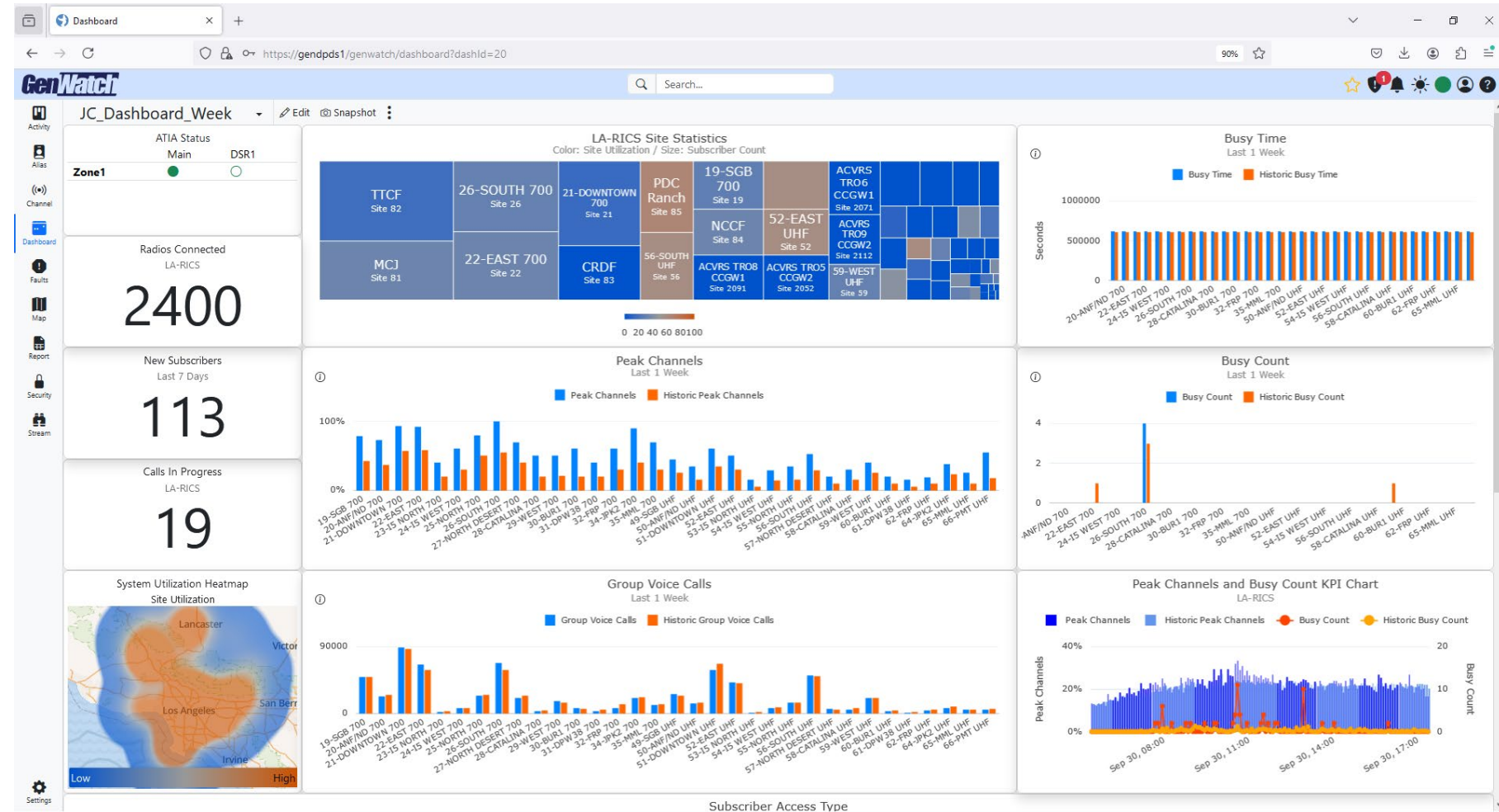
Alternate Board Chair Berkuta adjourned the Regular Board Meeting at 9:42 a.m. and stated the next Regular Board Meeting will be held on Thursday, November 6, 2025, at 9:00 a.m. at the LA-RICS Headquarters.

Alternate Board Chair Berkuta called for a motion to adjourn the Regular Meeting. Board Member Tadeo made a motion.

Genesis Highlights for 10/2/25 Board Meeting

Sample Genesis Dashboard – Weekly View

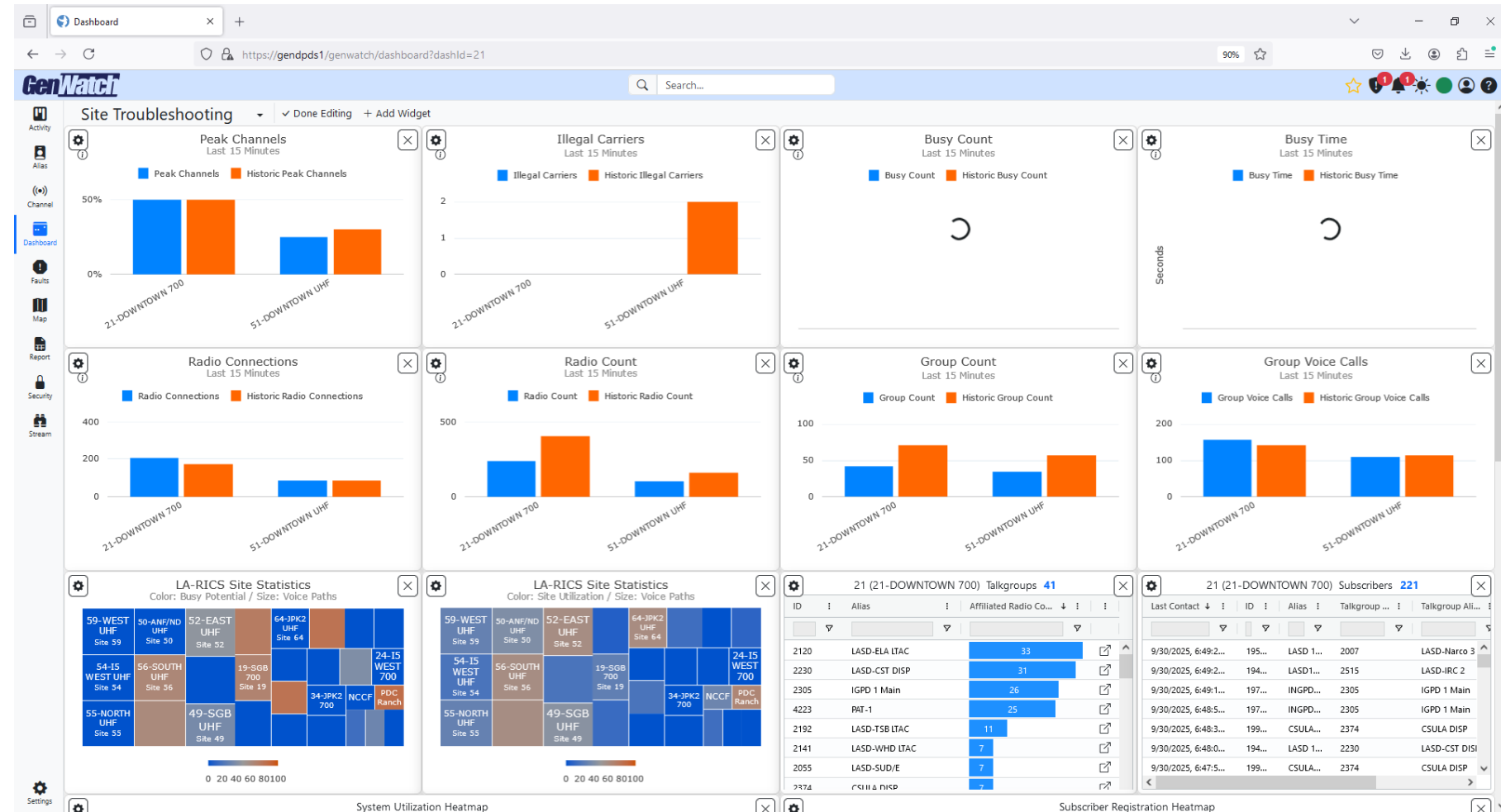
- Genesis dashboard provides a quick overview of the network performance
- Easy to track busy sites/cells and potential service issues



AGENDA ITEM A - ENCLOSURE

Sample Genesis Dashboard – Site View

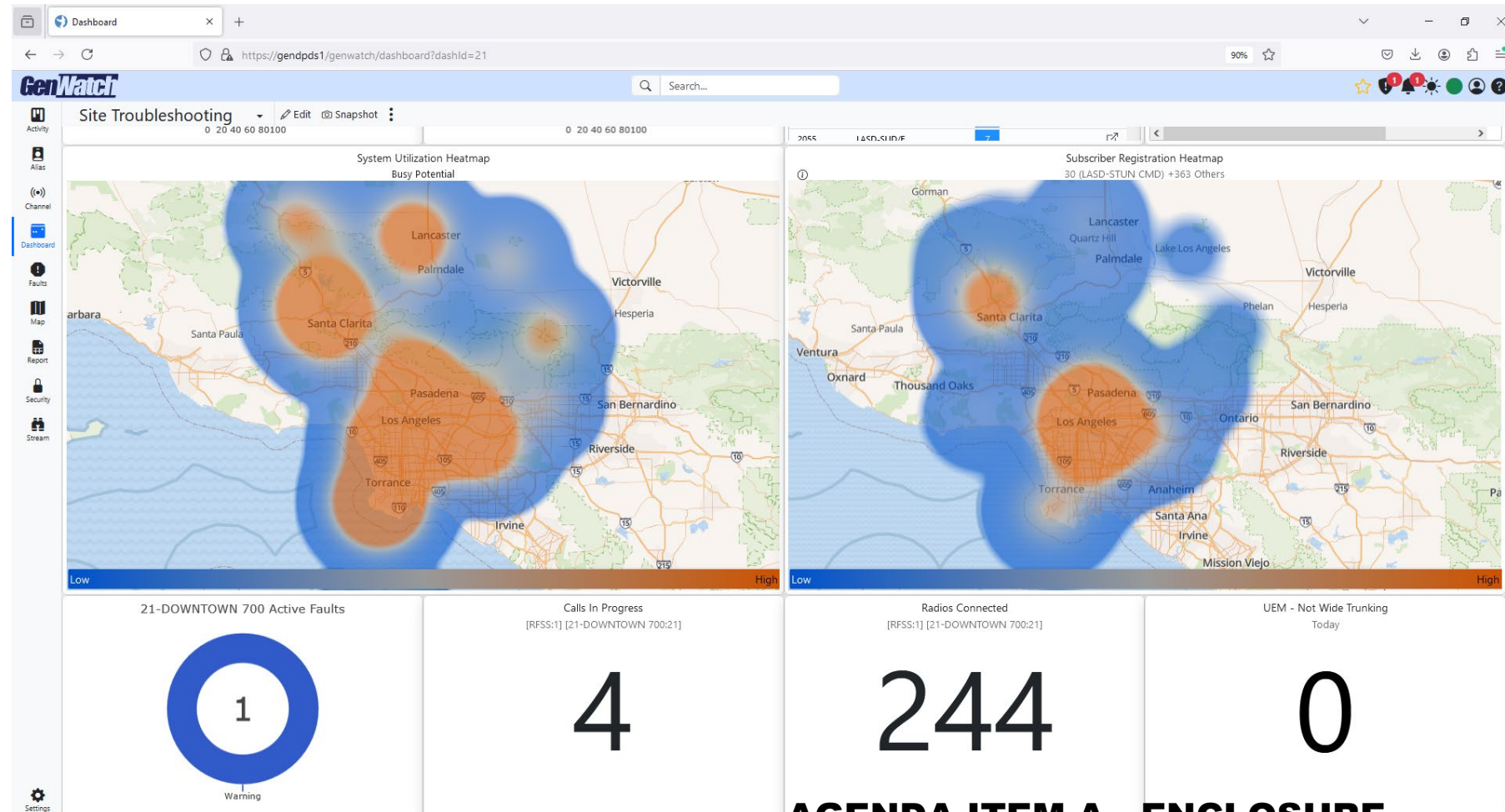
- Additional dashboards can be created to view specific details
- Can be filtered based on site and time period to assist troubleshooting



AGENDA ITEM A - ENCLOSURE

Sample Genesis Dashboard – Weekly View

- Additional Widgets have been added to give a quick overview in the same page
- Easy to view abnormal system behavior



AGENDA ITEM A - ENCLOSURE

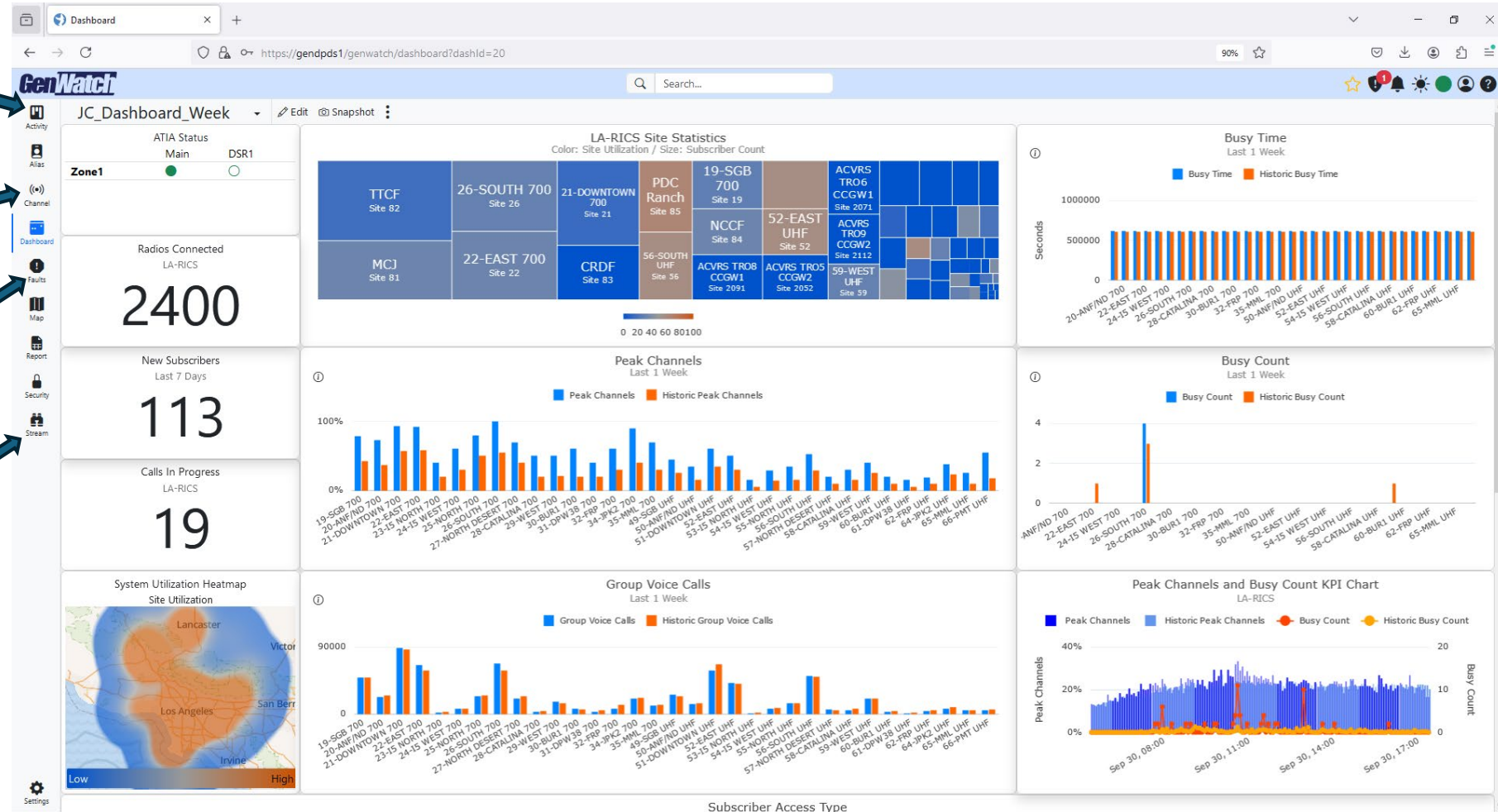
Highlight of Other Genesis Features for Service Monitoring / Troubleshooting

Shows live view of radio signaling traffic

View channel assignment per site to

View the Astro 25 alarms to search/filter

Create alarm groups with custom alerts





**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

November 6, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

LMR NETWORK OPERATION STATUS AND ISSUES

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

TP:mb

AGENDA ITEM E



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

November 6, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
LA-RICS Board of Directors Meeting	October 2, 2025
ICI Technical and Operations Committee	October 9, 2025
Regional Planning Group	October 16, 2025
World Cup Emergency Communications Planning Group	October 21, 2025
LAPD Information Technology Bureau	October 23, 2025

During the month of October, the Authority staff continued with all Subscriber and Affiliate outreach efforts while also working on several internal projects. You will notice we have made some improvements to our boardroom. We are also working on several other projects to improve our workspace, thus improving work efficiency and service to our partner agencies.

We are still working with members of the Interagency Communications Interoperability system (ICI) regarding our affiliate radio ID efforts and the programming of the regional (ISSI) interoperability talk-groups. We are happy to report that all but one of the agencies have programed the regional channels on their radios. On October 9, 2025, the Authority staff attended the ICI Technical and Operations Committee meeting.

AGENDA ITEM F

We are moving forward with the interoperability effort for the region by focusing on the planned ISSI connections. On October 16, 2025, the Authority staff attended the regional planning group call where we discussed these efforts and the gap analysis conducted by Motorola. We are continuing to work with representatives from Motorola Solutions (MSI) regarding this effort, and we hope to have more to report soon.

Authority Staff members are continuing to meet with personnel from the Long Beach Police Department and the Long Beach Office of Information Technology regarding the ISSI connection to LA-RICS. The connection is moving forward, and we hope to conduct testing between the systems in November.

The Authority staff has continued with our coordination efforts with the Los Angeles Police Department. On October 23, 2025, the Authority staff met with members of the LAPD Information Technology Bureau to work on the programming of portable radios for specialized units. This effort continued October 28, 2025, and will be completed in the next few weeks allowing communication between LASD and LAPD specialized units. Our interoperability efforts with the California Highway Patrol and Cal OES are moving forward, we met with personnel from both agencies several times in October and hope to have a connection with the new CRIS system in early 2026.

On October 21, 2025, the Authority staff attended the World Cup Emergency Communications Planning Group Meeting. The meeting continues to be productive as we work through the details of system connections and communications plans. We also attended a follow up meeting regarding spectrum deconfliction on October 23, 2025, with FIFA planners.

Authority Staff continued our coordination with Palos Verdes Estates Police Department, the UCLA Police Department, and several other agencies. Authority staff will work closely with these agencies to ensure their needs are met.

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

RJW:mb



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

November 6, 2025

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

Dear Directors:

APPROVE A SOLE SOURCE AGREEMENT WITH PV COMMUNICATION, INC. FOR CONSULTANT SERVICES TO PROVIDE PUBLIC SAFETY RADIO COMMUNICATIONS SPECIALIST CONSULTANT SERVICES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into a sole source agreement (Agreement) with PV Communication, Inc. (i.e. Mr. Paul Villalobos) to provide Public Safety Radio Communication Specialist Consultant services to the Authority. The term of the Agreement will be for one (1) year, commencing upon the date of execution, with three (3) one-year renewal options, which may be exercised at the sole discretion of the Authority. The billed hourly rate will be \$75, with a not-to-exceed contract amount of \$130,800.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an Agreement between the Authority and PV Communication, Inc. (i.e. Mr. Paul Villalobos), similar in form to the enclosed Agreement (**Enclosure**), to provide the Authority with Public Safety Radio Communications Specialist Consultant services as the Public Safety Radio Communications Specialist for a billed hourly rate of \$75, with a not-to-exceed contract amount of \$130,800 per year, and an initial one (1) year term, commencing upon the date of execution of the Agreement, with three (3) one-year renewal options, which may be exercised at the sole discretion of the Authority.
2. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar in form to the enclosed Agreement (**Enclosure**).

3. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, including exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

BACKGROUND

As your Board is aware, the Authority achieved Final LMR System Acceptance in November 2023, which was immediately followed by the successful completion of the one-year Warranty Period in November 2024. Since then, the Authority entered into the Maintenance and Operations phase of the project, whereby the Operations team has been working cooperatively with agencies in the region to ensure interoperability via the User Agreements. As reported to your Board in the past, an impediment to agency interconnection has been a lack of resources to assist with radio programming. Given the urgency of regional interoperability and time-sensitive work needed to achieve agency interoperability with LA-RICS, it is necessary to have a dedicated part-time/as-needed and qualified individual to, among other things, configure, program, test, and maintain radio communication equipment to ensure this urgent interoperability is achieved.

In connection with advancing the Authority's objective to ensure interoperability in the region, your Board approved a Hold Harmless Agreement on July 10, 2025 to allow the Authority to program, diagnose, troubleshoot, and/or repair User's radios and recover costs for rendering these services. On October 2, 2025, your Board approved entering into negotiations with PV Communication, Inc. to augment the radio support work currently provided by a part-time Jacobs consultant employee (Mr. Dana Gower), who was previously a Los Angeles County Sheriff's Deputy. If approved by your Board, this agreement would allow Mr. Paul Villalobos to serve as the Authority's Public Safety Radio Communication Specialist.

PV Communication, Inc. (Mr. Paul Villalobos) Background

The Authority is confident Mr. Villalobos will be a great asset possessing unmatched expertise coupled with extensive experience serving the Monterey Park Police Department and utilizing its public safety radio communications for over 30 years. Moreover, Mr. Villalobos' extensive knowledge of the communications industry from a technical, operational, and public safety standpoint as well as his experience and knowledge supporting regional interoperability solutions throughout the Los Angeles County region is what the Authority needs to bridge interoperability gap in the region. Further, Mr. Villalobos' background also accounts for his specialized expertise with the following:

- Law enforcement encryption and security protocols to protect sensitive and confidential information under the Criminal Justice information services compliance.

- Compliance with DHS directives as it relates to interoperability and cybersecurity guidelines for emergency communications.
- P25 interoperability standards and internal policies regarding public safety radios, radio access, talk group usage, and programming restrictions.
- Federal Communications Commission (FCC) compliance and regulations.
- Understanding power limits and emissions standards which ensure radios are programmed within authorized frequency bands.

In addition to Mr. Villalobos' comprehensive background and knowledge, what makes Mr. Villalobos an exceptional fit to serve as a Public Safety Radio Communications Specialist Consultant is his familiarity with the LA-RICS System having performed several roles for the LA-RICS Project including, but not limited to, the following:

- Technical and Operations Committee Member/Alternate.
- Radio Subject Matter Expert (SME) to LA-RICS Advisory committees for large planned events such as the Rose Parade, Rose Bowl, and the Super Bowl.
- Regional SME for public safety agencies in the San Gabriel Valley.
- SME for Ad-Hoc Committees.
- Assisted LA-RICS Project by resolving issues and providing guidance related to interoperability between LA-RICS and other agencies as well as other radios systems such as the Interagency Communications Interoperability (ICI) System.

Public Safety Radio Communications Specialist Consultant Roles and Responsibilities

Taking Mr. Villalobos' expertise in public safety interoperable communications into consideration, should your Board approve an Agreement with PV Communication, Inc., the Public Safety Radio Communications Specialist Consultant position would be responsible for the following tasks:

- Program and configure portable, mobile, and base station radios, including encryption keys, talk groups and frequencies.
- Ensure compliance with Federal Communications Commission (FCC), P25 standards, and interoperability guidelines.
- Establish communication links between different radio systems including trunked and conventional networks.
- Assist with ISSI and CSSI connections.
- Conduct field and bench testing to validate radio functionality, range and performance.
- Perform diagnostics and troubleshoot programming-related issues.
- Ensure encryption and authentication mechanisms are properly applied and functional.
- Maintain detailed programming records, including code plug versions and update logs.

- Create user guides and training materials for radio operators and technicians.
- Train personnel on proper radio use, programming updates, and troubleshooting techniques.
- Provide technical support for radio programming and configuration updates.
- Conduct periodic firmware updates and security patches.
- Address issues related to network transitions, re-banding, or frequency coordination.

The Authority has successfully negotiated a sole source agreement with PV Communication, Inc., substantially similar to the **Enclosure**, which includes a scope of work containing the work critical to ensure public safety interoperability is achieved in the region. Therefore, we request your Board's approval to authorize the Executive Director to execute a sole source agreement with PV Communication, Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Agreement with PV Communication, Inc. for public safety radio communications specialist consultant services for Mr. Villalobos to serve as the Public Safety Radio Communications Specialist Consultant for a billed hourly rate of \$75, with a not-to-exceed contract amount of \$130,800 per year. The LA-RICS Adopted Operating Budget currently accounts for an annual amount the salary and employee benefits allocated for one (1) Los Angeles County Sheriff Deputy position for an annual amount of \$247,000, which if approved by your Board would be shared by two individual agreements (positions).

Should your Board approve, the Agreement will be for an initial one (1) year term, commencing upon the date of execution of the Agreement, with three (3) one-year renewal options, which if exercised will be at the sole discretion of the Authority.

CONTRACTING PROCESS

As the Authority has adopted the County of Los Angeles' procurement mode, pursuant to the Board of Supervisor's Policy No. 5.100 (Sole Source Contracts and Amendments), on October 2, 2025, the Authority notified your Board of the Executive Director's intent to enter into negotiations for a sole source agreement with PV Communication, Inc. (i.e. Mr. Paul Villalobos) for Public Safety Radio Communications Specialist Consultant Services. The Agreement before your Board for consideration is the result of successful negotiations with PV Communication, Inc. The PV Communication, Inc. Agreement is based on the County's Professional Services Agreement and includes all the standard provisions for indemnity, insurance, termination for convenience, and termination for default. This Agreement also includes a Cost of Living Adjustment (COLA), which must be requested by the Consultant. A COLA would only be granted if requested by the Consultant and approved by your Board. Further, any such COLA would be the general

salary movement for County employees in the previous year, if granted, or the CPI index change for this region, whichever is less.

FISCAL IMPACT/FINANCING

The annual not-to-exceed amount of \$130,800, with a billed hourly rate of \$75, will be tracked by the Authority's fiscal staff to ensure the combined positions providing these services do not exceed the budgeted amount of \$247,000 for one full-time-equivalent Los Angeles County Sheriff Deputy, per the LA-RICS Adopted Budget. If approved by your Board, the agreement will be funded by Subscriber Agreement Revenue, which is included in the LA-RICS Fiscal Year 25-26 Adopted Budget and will be included in subsequent fiscal years via the LA-RICS annual budget adoption process.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions and approves as to form.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

cc: Counsel to the Authority



CONTRACT NO. LARICS 028

BY AND BETWEEN

**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS)**

AND

PV COMMUNICATION, INC.

FOR

**AGREEMENT FOR CONSULTANT SERVICES
PUBLIC SAFETY RADIO COMMUNICATION
SPECIALIST**

AGENDA ITEM G - ENCLOSURE

**AGREEMENT FOR CONSULTANT SERVICES
POSITION TITLE**

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AGREEMENT FOR CONSULTANT SERVICES
PUBLIC SAFETY RADIO COMMUNICATION SPECIALIST

This Agreement and Exhibits made and entered into this ____ day of _____, 2025 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, a California Joint Powers Authority (hereinafter referred to as the Authority) and Paul Villalobos, individually and as a sole proprietor doing business as PV Communication, Inc. (hereinafter referred to as Consultant), collectively the Parties.

RECITALS

WHEREAS, the Authority desires to engage and contract with the Consultant for the performance of Consultant services described in Exhibit A (Scope of Work) attached hereto and incorporated herein by this references.

WHEREAS, the Consultant desires to enter into this Agreement and perform as an independent contractor for the Authority and is willing to do so on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS

Exhibits A, B, and C are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Agreement and then to the Exhibits according to the following priority.

EXHIBITS:

Exhibit A	Scope of Work
Exhibit B	Information Security and Privacy Requirements
Exhibit C	Safely Surrendered Baby Law

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless an Amendment is prepared pursuant to Section 10 (Amendments) and signed by both parties.

2. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 "Acceptance" means the LA-RICS Authority's Board of Directors or the Authority's Executive Director's acceptance of the work.
- 2.2 "Agreement/Consultant" means the agreement, which has been executed by the Consultant and the Authority.
- 2.3 "Authority's Contract Manager" means the individual who will oversee the Consultant's work pursuant to Exhibit A (Scope of Work).
- 2.4 "Award of Contract" means the date the LA-RICS Joint Powers Authority (JPA) Board of Directors awards the construction Contract to the Contractor.
- 2.5 "Awarding Entity/ Authority" means the Authority.
- 2.6 "Board of Directors" means the LA-RICS JPA Board of Directors.
- 2.7 "Chief Technology Officer (CTO)" means the Authority's CTO who oversees the information technology aspect of the LA-RICS project.
- 2.8 "Consultant" means the Consultant awarded the Agreement by the LA-RICS Board of Directors.
- 2.9 "County" means the County of Los Angeles, California.
- 2.10 "Day" means calendar day unless otherwise specified.
- 2.11 "Executive Director" means the Executive Director of the Authority or his authorized representative.
- 2.12 "LA-RICS Authority or Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.
- 2.13 "Notice to Proceed" means the date the Executive Director authorizes the Consultant to proceed with the Contract work.
- 2.14 "Work" means the tasks, responsibilities, work set forth in this Agreement and Exhibits, including but not limited to Exhibit A (Scope of Work) and includes all other labor, materials, equipment, and services provided or to be provided by the Consultant to fulfill the Consultants obligations.

3. STATUS OF CONSULTANT

- 3.1 This Agreement does not constitute a hiring by either Party. The Parties each intend that Consultant shall have independent contractor status and not be an employee of the Authority for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the California Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims.
- 3.2 Consultant shall retain sole and absolute discretion in the manner and means of carrying out his/her activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Authority shall not be liable for any obligations incurred by Consultant unless specifically authorized in writing. Consultant shall not act as an agent of the Authority, ostensibly or otherwise, nor bind the Authority in any manner, unless specifically authorized to do so in writing.
- 3.3 Consultant recognizes and understands that he/she will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultant hereby promises and agrees to indemnify the Authority for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Authority as a result of Consultant's failure to make such required payments.
- 3.4 This is an at-will, independent Agreement for Consultant services. As such, Consultant hereby waives and foregoes the right, if any, to receive any benefits which may be given by the Authority to its employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Consultant by virtue of its services to the Authority, and is effective for the entire duration of this Agreement.
- 3.5 Consultant and the Authority agree to maintain separate accounts in regards to all expenses related to performing the services set forth on Exhibit A (Scope of Work). Consultant is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Authority. Consultant agrees to execute and deliver any agreements and documents prepared by the Authority and to do all other lawful acts required to establish document and protect such rights.

- 3.6 Consultant shall be reimbursed for any reasonable travel and out of pocket expenses necessarily and actually incurred by Consultant in connection with the services performed under this Agreement, provided that such expenses are approved in writing by the Executive Director. Such costs shall be billed directly on a monthly basis in the month that they are incurred and shall not be billed separate from the monthly hourly invoice. Reimbursement of travel costs shall not be included in calculation of the annual not to exceed amount. Travel costs are defined as travel: (air, rail or mileage for use of personal automobile), ground transportation, lodging, meals, car rental, parking and toll fees and incidentals. Consultant shall furnish receipts, statement or other supporting documentation for authorized expenses upon the request of the Authority, and in compliance with the LA-RICS Travel Policy.

4. CONSULTANT'S SERVICES

The scope of work shall be as outlined in the Exhibit A (Scope of Work). No work shall commence on this project until a written Notice to Proceed (NTP) is issued by the Authority. The Authority does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written NTP is issued by the Authority. Consultant is also referred to herein as Contractor.

5. CONSIDERATION

5.1 Total Contract Sum

In consideration of the performance by Consultant in a manner satisfactory to the Authority of the services described in Section 4 (Consultant's Services) above, including receipt and acceptance of such work by Executive Director, the Authority agrees to compensate the Consultant a billed hourly rate of Seventy-Five Dollars (\$75) per hour for a total of 1,755 hours per year and a contract amount not-to-exceed One Hundred Thirty Thousand, Eight Hundred Dollars (\$130,800) per year. The Authority does not warrant or represent that it will authorize the Consultant to perform any work or services of any specific monetary amount under this Agreement.

5.2 Written Approval for Reimbursement

The Consultant will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Consultant's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the Authority's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Consultant must maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, the Contractor must send written notification to the Authority.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Consultant will have no claim against Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Agreement. Should the Consultant receive any such payment it must immediately notify the Authority and must immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Agreement will not constitute a waiver of the Authority's right to recover such payment from the Consultant.

5.5 Invoices and Payments

5.5.1 The Consultant is required to obtain the Authority's Acceptance of all tasks, deliverables, goods, services, work hours, and other work specified in Exhibit A (Scope of Work) and shall by way of a Work Acceptance Certificate (WAC), which shall be signed by the Authority's Contract Manager set forth in Exhibit A (Scope of Work). The Consultant must invoice the Authority only for providing the tasks, deliverables, goods, services, work hours and facility and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder and provide information that describes the work performed. The Consultant must prepare invoices, which will include the charges owed to the Consultant by the Authority under the terms of this Agreement.

5.5.2 The Consultant's payments will be as provided pursuant to Section 5.1 (Total Contract Sum) to this Agreement, and the Consultant will be paid only for the tasks, deliverables, goods, services, work hours and facility and other work authorized in writing by way of issuance of a Notice to Proceed by the Authority. If the Authority does not approve work in writing, no payment will be due to the Consultant for that work.

5.5.3 The Consultant must submit the monthly invoices to the Authority by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Agreement must be submitted in two (2) copies to the following address:

LA-RICS Authority
Attention: Fiscal
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

5.5.5 Authority Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the Authority's Contract Manager set forth in Exhibit A (Scope of Work) and include a WAC, which may be updated from time to time, pursuant to Section 5.5.1, prior to any payment thereof. In no event will the Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Cost of Living Adjustments (COLA)

If requested by the Consultant, the Contract billed hourly rate amount may, at the sole discretion of the Authority, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the County of Los Angeles Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the County of Los Angeles Board of Supervisors from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase will take effect and become part of this Agreement, it will require a written amendment to this Agreement, that has been formally approved and executed by the parties.

6. EQUIPMENT AND SUPPLIES

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

7. AUTHORITY'S RESPONSIBILITIES

The Authority will make available drawings, specifications, network and system documentation, etc., and other records as available in the Authority's file. Notwithstanding the foregoing, the Authority does not represent the accuracy of the content of said materials.

8. AUTHORITY'S REPRESENTATIVE

The Executive Director shall represent the Authority in all matters pertaining to the services to be rendered pursuant to this Agreement. Additionally, pursuant to Exhibit A (Scope of Work), the Authority's Contract Manager will be overseeing the Consultant's performance under this Agreement.

9. TERM AND TERMINATION

9.1 Term

The term of this Agreement shall be for a period of one (1) year commencing on the date of execution of the Agreement by both parties. At the sole discretion of the Authority, this Agreement may be extended for three (3) additional one-year terms, not to exceed a total contract period of four (4) years. No work will proceed until a Notice to Proceed is issued by the Authority.

9.2 Six (6) Month Notification

The Consultant must notify the Authority when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to the Authority at the address herein provided in Paragraph 40 (Notices).

9.3 Termination for Convenience

9.3.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

9.3.2 After receipt of a notice of termination and except as otherwise directed by the Authority, the Consultant must:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

9.3.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract must be maintained by the Consultant in accordance with Section 46 (Record Retention and Inspection/Audit Settlement).

9.4 Termination for Default

9.4.1 The Authority may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Authority's Contract Manager:

- Consultant has materially breached this Agreement; or
- Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure.

9.4.2 In the event that the Authority terminates this Agreement in whole or in part as provided in Section 9.4.1, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Consultant will continue the performance of this Agreement to the extent not terminated under the provisions of this section.

9.4.3 Except with respect to defaults of any subcontractor, the Consultant will not be liable for any such excess costs of the type identified in Paragraph 9.4.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Consultant and subcontractor, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time

to permit the Consultant to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 9.4.4 If, after the Authority has given notice of termination under the provisions of Section 9.4 (Termination for Default) it is determined by the Authority that the Consultant was not in default under the provisions of Section 9.4 (Termination for Default) or that the default was excusable under the provisions of subparagraph 9.4.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 9.3 (Termination for Convenience).
- 9.4.5 The rights and remedies of the Authority provided in this Section 9.4 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9.5 Termination for Improper Consideration

- 9.5.1 The Authority may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any Authority officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Authority will be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.
- 9.5.2 The Consultant must immediately report any attempt by a Authority officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 9.5.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

9.6 Termination for Insolvency

- 9.6.1 The Authority may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty

(60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Consultant; or
- The execution by the Consultant of a general assignment for the benefit of creditors.

9.6.2 The rights and remedies of the Authority provided in this Section 9.6 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9.7 Termination for Non-Adherence of County Lobbyist Ordinance

The Consultant, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Authority, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Consultant or any County or Authority Lobbyist or County or Authority Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Agreement, upon which the Authority may in its sole discretion, immediately terminate or suspend this Agreement.

9.8 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the Authority will not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the Authority's future fiscal years unless and until the Authority's Board of Directors appropriates funds for this Agreement in the Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The Authority will notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

10. AMENDMENTS

10.1 For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Consultant and by the Executive Director.

- 10.2 The Authority may require the addition and/or change of certain terms and conditions in the Contract during the term of this Agreement. The Authority reserves the right to add and/or change such provisions as required by the Authority or the County' of Los Angeles Board of Supervisors. To implement such changes, an Amendment or a change order to the Agreement shall be prepared and executed by the Consultant and by the Executive Director.
- 10.3 The Authority, at its sole discretion, may authorize extensions of time as defined in Section 9 (Term and Termination). The Consultant agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement must be prepared and executed by the Consultant and the Executive Director.
- 10.4 For any change, which does not materially affect the Scope of Work or any other term or condition included under this Agreement, an Amendment shall be prepared by the Authority and signed by the Consultant.

11. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 11.1 The Consultant shall notify the Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant is restricted from legally notifying the Authority of pending acquisitions/mergers, then it should notify the Authority of the actual acquisitions/mergers as soon as the law allows and provide to the Authority the legal framework that restricted it from notifying the Authority prior to the actual acquisitions/mergers.
- 11.2 The Consultant shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of Authority, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, Authority consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County on behalf of the Authority to any approved delegate or assignee on any claim under this Agreement shall be deductible, at Authority's' sole discretion, against the claims, which the Consultant may have against the Authority.
- 11.3 Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any person or entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Authority's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

12. AUTHORIZATION WARRANTY

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

13. BUDGET REDUCTIONS

In the event that the LA-RICS Board of Director's adopts, in any fiscal year, an Authority Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, and by extension Authority Contracts, the Authority reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement shall also be reduced correspondingly. The Authority's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the LA-RICS Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Agreement.

14. COMPLIANCE WITH APPLICABLE LAW

- 14.1 In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 14.2 Consultant shall indemnify, defend, and hold harmless the Authority, its member agencies in the Authority, its directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by the Authority. Notwithstanding the preceding sentence, the Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event

Consultant fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, Authority shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Consultant for all such costs and expenses incurred by the Authority in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the Authority without the Authority's prior written approval.

15. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

16. COMPLIANCE WITH JURY SERVICE PROGRAM

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- 16.1 Unless Consultant, also referred herein as Consultant, has demonstrated to the Authority's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- 16.2 For purposes of this Paragraph, Consultant means a person, partnership, corporation or other entity which has a Contract with the County or the Authority or a subcontract with a County or Authority Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or Authority Contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority, or 2) Consultant has a

long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subcontractor to perform services for the Authority under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- 16.3 If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify the Authority if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the Authority's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.
- 16.4 Consultant's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the Authority may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future Authority contracts for a period of time consistent with the seriousness of the breach.

17. CONFIDENTIALITY

Consultant shall adhere to all of the terms and conditions set forth in Exhibit B (Information Security and Privacy Requirements) including the confidentiality provisions.

18. CONFLICT OF INTEREST

- 18.1 No Authority employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.

18.2 Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to the Authority. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section may be a material breach of this Contract subjecting Consultant to either Contract termination for default or debarment proceedings or both.

19. BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Consultant and/or Consultant's staff may be required at the discretion of the Authority as a condition of beginning and continuing work under this Agreement. The cost of background checks is the responsibility of the Consultant.

20. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

- 20.1 Consultant acknowledges that the County, and by extension the Authority, has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.
- 20.2 If a Consultant or member of Consultant's staff is convicted of a human trafficking offense, the Authority shall require that the Consultant or member of Consultant's staff be removed immediately from performing services under the Contract. The County or the Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 20.3 Disqualification of any member of Consultant's staff pursuant to this Section shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

21. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Consultant, and its subconsultants, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Consultant's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, the Authority may, in its sole discretion, terminate the Agreement.

22. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Consultant acknowledges that the Authority takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Consultant further acknowledges that the Authority strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its subconsultants to uphold the Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

23. CONSULTANT RESPONSIBILITY AND DEBARMENT

- 23.1 A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's and by extension the Authority's policy to conduct business only with responsible Contractors.
- 23.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the Authority acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Authority may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Authority Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the Authority.
- 23.3 The Authority may debar a Contractor if the LA-RICS Board of Directors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the Authority or a nonprofit corporation created by the Authority or County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or

capacity to perform a Contract with the Authority, any other public entity, or a nonprofit corporation created by the Authority or County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Authority or any other public entity.

- 23.4 If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 23.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 23.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 23.7 If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Authority.
- 23.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

23.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

23.10 These terms shall also apply to subcontractors of Authority Contractors.

24. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the County, and by extension the Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

25. CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

25.1 Consultant acknowledges that the Authority and County has established a goal of ensuring that all individuals who benefit financially from the Authority and County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the Authority and County and its taxpayers.

25.2 As required by [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting' Consultants duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section

1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 25.3 Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Agreement.

26. AUTHORITY'S QUALITY ASSURANCE PLAN

The Authority, or its agent(s), will monitor the Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which the Authority determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the LA-RICS Board of Directors and listed in the appropriate contractor performance database. The report to the Board of Directors will include improvement/corrective action measures taken by the Authority and Consultant. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Agreement or impose other penalties as specified in this Agreement.

27. AUTHORITY RIGHTS

The Authority may employ, either during or after performance of this Contract, any right of recovery the Authority may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the Authority under this Agreement are in addition to any right or remedy provided by California law.

28. DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS

- 28.1 When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to Authority or its member agencies facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 28.2 If the Consultant fails to make timely repairs, the Authority may make any necessary repairs. All costs incurred by the Authority, as determined by the Authority, for such repairs shall be repaid by the Consultant by cash payment upon demand.

29. EMPLOYMENT ELIGIBILITY VERIFICATION

- 29.1 Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.
- 29.2 Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless the Authority, its member agencies in the Authority, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors from employer sanctions and any other liability which may be assessed against Consultant or the Authority in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

- 30.1 This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one (1) and the same Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.
- 30.2 The Authority and the Consultant hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 10 (Amendments) of this Agreement and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

31. FAIR LABOR STANDARDS

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the Authority, its member agencies in the Authority, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which the Authority may be found jointly

or solely liable.

32. FORCE MAJEURE

- 32.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 32.2 Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subparagraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- 32.3 In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

33. GOVERNING LAW, JURISDICTION, AND VENUE

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

34. INDEPENDENT CONSULTANT STATUS

- 34.1 This Agreement is by and between the Authority and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Authority and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 34.2 The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. The Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to the Authority pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of the Authority.

- 34.3 Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

35. INDEMNIFICATION AND INSURANCE

- 35.1 Consultant shall indemnify, defend and hold harmless the Authority from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority.
- 35.2 Pursuant to the requirements of Section 6148 of the California Business & Professions Code, Consultant hereby warrants and represents that he presently maintains Errors & Omissions Insurance Coverage from a third-party insurer or insurance underwriter.
- 35.3 Consultant shall name the Authority as an additional insured on all related Insurance policies including workers compensation and general liability.
- 35.4 Consultant shall maintain the following insurance coverage requirements:
- 35.4.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LA-RICS Authority and its Agents as an additional insured, with limits of not less than:
- | | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
- 35.4.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than

\$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or nonowned autos, as each may be applicable.

- 35.4.3 Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

36. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 36.1 The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 36.2 The Consultant certifies to the Authority each of the following:
- a. That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
 - b. That Consultant periodically conducts a self-analysis or utilization analysis of its work force.
 - c. That Consultant has a system for determining if its employment practices are discriminatory against protected groups.
 - d. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 36.3 The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 36.4 The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 36.5 The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 36.6 The Consultant shall allow Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Authority.
- 36.7 If the Authority finds that any provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Authority may terminate or suspend this Agreement. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the Authority that the Consultant has violated the anti-discrimination provisions of this Agreement.
- 36.8 The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

38. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within one (1) business

day, give notice thereof, including all relevant information with respect thereto, to the other Party.

39. NOTICE OF DISPUTES

The Consultant shall bring to the attention of the Authority's Contract Manager and/or the Authority's Deputy Executive Director any dispute between the Authority and the Consultant regarding the performance of services as stated in this Agreement. If the Authority's Contract Manager or Deputy Executive Director is not able to resolve the dispute, the Executive Director shall resolve it.

40. NOTICES

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed indicated below and emailed as follows:

AUTHORITY

LA-RICS
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Scott Edson, Executive Director
Scott.Edson@la-rics.org

CONSULTANT

PV Communication, Inc.
126 S. Moore Ave.
Monterey Park, CA 91754
Paul Villalobos, President
paul@pvcommunication.com

The address for notice may be changed by giving notice pursuant to this Section.

41. OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

41.1 The Authority will be the sole owner of all right, title and interest, including copyright, in and to all deliverables, reports, notes, documents, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Consultant's work pursuant to this Agreement. The Consultant, for valuable consideration herein provided, assigns and transfers to, and vests in the Authority all of the Consultant's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Consultant's work under this Agreement.

41.2 During the term of this Agreement and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Consultant's working papers prepared under this Agreement. The Authority will have the right to inspect, copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

- 41.3 Any and all materials, software and tools which are developed or were originally acquired by the Consultant outside the scope of this Agreement, which the Consultant desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Consultant to the Authority's Chief Technical Officer (CTO) as proprietary or confidential, and must be plainly and prominently marked by the Consultant as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 41.4 The Authority will use reasonable means to ensure that the Consultant's proprietary and/or confidential items are safeguarded and held in confidence. The Authority agrees not to reproduce, distribute or disclose to non-Authority entities any such proprietary and/or confidential items without the prior written consent of the Consultant.
- 41.5 Notwithstanding any other provision of this Agreement, the Authority will not be obligated to the Consultant in any way under subsection 41.4 for any of the Consultant's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 41.3 or for any disclosure which the Authority is required to make under any state or federal law or order of court.

42. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Consultant and the Authority agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Consultant or its subsidiary or Subconsultant ("Consultant"), is prohibited from submitting a bid or proposal in an Authority solicitation if the Consultant has provided advice or consultation for the solicitation. A Consultant is also prohibited from submitting a bid or proposal in an Authority solicitation if the Consultant has developed or prepared any of the solicitation materials on behalf of the Authority. A violation of this provision will result in the disqualification of the Consultant from participation in the Authority solicitation or the termination or cancellation of any resultant Authority contract. This provision will survive the expiration, or other termination of this Agreement.

44. PUBLIC RECORDS ACT

- 44.1 Any documents submitted by the Consultant; all information obtained in connection with the Authority's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; become the exclusive property of the Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 44.2 In the event the Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

45. PUBLICITY

- 45.1 The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the Authority shall not inhibit the Consultant from publishing its role under this Agreement within the following conditions:
- a. The Consultant shall develop all publicity material in a professional manner; and
 - b. During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Executive Director. The Authority shall not unreasonably withhold written consent.
- 45.2 The Consultant may, without the prior written consent of Authority, indicate in its proposals and sales materials that it has been awarded this Contract with the Authority, provided that the requirements of this Section shall apply.

46. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 46.1 The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Consultant agrees that the Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the Authority during the term of this Agreement and for a period of five (5) years thereafter unless the Authority's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Authority's option, the Consultant shall pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 46.2 In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the Authority or the County's Auditor-Controller, on behalf of the Authority, within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.3 Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the Authority may terminate or suspend this Agreement.
- 46.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Agreement, representatives of the Authority conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Consultant, then the difference shall be either: a) repaid by the Consultant to the Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the Authority, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work

is more than the payments made by the Authority to the Consultant, then the difference shall be paid to the Consultant by the Authority by cash payment, provided that in no event shall the Authority's maximum obligation for this Agreement exceed the funds appropriated by the Authority for the purpose of this Agreement.

47. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

48. TERMINATION/SUSPENSION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 25 (Consultant's Warranty of Adherence to County's Child Support Compliance Program) of this Agreement, shall constitute default under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this Contract, failure of the Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Authority may terminate this Contract pursuant to Section 9.4 (Termination for Default) and pursue debarment of the Contractor of this Contract, pursuant to [County Code Chapter 2.202](#).

49. TERMINATION/SUSPENSION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 53 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to Authority under any other provision of this Agreement, failure of Consultant to cure such default within ten (10) days of notice shall be grounds upon which the Authority may terminate or suspend this Agreement and/or pursue debarment of Consultant, pursuant to [Los Angeles County Code Chapter 2.206](#).

50. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Consultant and its Subconsultants, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of [Government Code Section](#)

[84308](#) and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the Authority.

51. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

52. WAIVER

No waiver by the Authority of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the Authority to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

53. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

53.1 Consultant acknowledges that the County, and by extension the Authority, has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

53.2 Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

54. WARRANTY AGAINST CONTINGENT FEES

54.1 The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

54.2 For breach of this warranty, the Authority shall have the right to terminate this Contract and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55. INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Consultant shall adhere to all the terms and conditions set forth in Exhibit B (Information Security and Privacy Requirements).

56. ENTIRE AGREEMENT

This Agreement, Exhibit A (Scope of Work) and Exhibit B (Information Security and Privacy Requirements), and any executed Amendments, between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the Consultant and the Authority.

* * *

IN WITNESS WHEREOF, the Authority has, by order of its Board of Directors, caused these presents to be subscribed by the Executive Director of the Authority, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) AUTHORITY

PV COMMUNICATION, INC.

By _____
Scott Edson, Executive Director

By _____
Paul Villalobos, President

APPROVED AS TO FORM FOR THE
LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) AUTHORITY:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

SCOPE OF WORK
CONSULTANT SERVICES FOR PUBLIC SAFETY RADIO
COMMUNICATIONS SPECIALIST

A. AUTHORITY'S CONTRACT MANAGER

The Authority's Contract Manager who will oversee the Consultant's work will be Lieutenant Robert Weber who can be contacted at rjweber@lasd.org or at (323) 881-8275 and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Executive Director, Contract Manager, or Chief Technology Officer are the only persons authorized by the Authority to request work of the Consultant.

B. WORK LOCATION

The primary work location is as follows:

LA-RICS Headquarters
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

If approved by the Authority's Contract Manager, Consultant may work offsite as may be necessary. The LA-RICS Land Mobile Radio (LMR) System is comprised of radio and subscriber equipment sites located throughout the County of Los Angeles region. The Consultant will be required on an as-needed basis to travel to various LMR System sites in order to perform the work and services set forth in this Exhibit A (Scope of Work).

C. HOURS AND DAYS OF SERVICE

The hours of services shall be primarily available during normal business hours, which is 7 a.m. to 5:30 p.m. Monday through Thursday or other 8 a.m. to 4:30 p.m. Monday through Friday, except County observed holidays, unless otherwise agreed upon between the Authority and Consultant. The Consultant will endeavor to average twenty (20) hours per week, but the days and hours may vary from week to week as approved by the Authority's Contract Manager. The Consultant and Authority's Contract Manager will mutually agree on a schedule with the understanding Consultant will not exceed 1,744 hours per contract year pursuant to Section 5.1 (Total Contract Sum) of the Agreement. Additionally, there may be instances when the Consultant will be required to work outside of normal business hours in order to perform the work and services set forth in this Exhibit A (Scope of Work).

Holidays observed by the County of Los Angeles and by extension the Authority are as follows:

New Year's Day
Martin Luther King, Jr. Day

Labor Day
Indigenous Peoples Day

Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In any event the Consultant deems it necessary to perform work outside of normal working hours, the Consultant shall notify the Authority Contract Manager of such intention at least twenty-four (24) hours in advance. Likewise, there may be instances when the Authority requires the Consultant to work during special events. In these instances, the Authority will notify the Consultant at least twenty-four (24) hours in advance.

D. WORK DESCRIPTION/CONSULTANT RESPONSIBILITIES

1. Overview

Consultant will be responsible for, among other things, configuring, programming, testing, and maintaining radio communication equipment to ensure optimal performance and interoperability among public safety agencies, government entities, and private organizations.

2. Responsibilities

a. Radio Programming and Configuration

- Program and configure portable, mobile, and base station radios, including encryption keys, talk groups, and frequencies.
- Develop and implement standardized radio code plugs and templates based on agency requirements.
- Ensure compliance with Federal Communication Commission (FCC) regulations, P25 standards, and interoperability guidelines.

b. System Integration and Interoperability

- Coordinate with agencies to program regional and statewide interoperability channels.
- Establish communication links between different radio systems, including trunked and conventional networks.
- Support ISSI (Inter-RF Subsystem Interface) and CSSI (Console Subsystem Interface) connections when applicable.

c. Testing and Quality Assurance

- Conduct field and bench testing to validate radio functionality, range, and performance.
- Perform diagnostics and troubleshoot programming-related issues.
- Ensure encryption and authentication mechanisms are properly applied and functional.

d. Documentation and Training

- Maintain detailed programming records, including code plug versions and update logs.
- Create user guides and training materials for radio operators and technicians.
- Train personnel on proper radio use, programming updates, and troubleshooting techniques.

e. Ongoing Support and Maintenance

- Provide technical support for radio programming and configuration updates.
- Conduct periodic firmware updates and security patches.
- Address issues related to network transitions, rebanding, or frequency coordination.

4. Additional Responsibilities

- a. Consultant will serve as the Authority liaison between to ensure optimal performance and interoperability between LA-RICS and various public safety agencies, government entities, and private organizations.
- b. Consultant may be required to perform other work, tasks, services, duties, not otherwise described in this Exhibit A (Scope of Work), as may be necessary, to carry out the Authority's interoperability goals and objectives.

5. Deliverables

- a. Fully programmed and tested radios based on agency specifications.
- b. Detailed programming documentation, including templates and configurations.
- c. Training sessions for end users and technical staff.
- d. Ongoing technical support and periodic maintenance updates.
- e. Other reports and/or other documentation that maybe be requested by the Executive, Director, Contract Manager, or Chief Technology Officer.

E. CONSULTANT QUALIFICATIONS

The Consultant must have:

- 1. Extensive experience with radio programming software such as Motorola CPS/APX, Harris RPM, Kenwood KPG, or EF Johnson Armada.

2. Knowledge of trunked and conventional radio systems, including P25 Phase I and Phase II, DMR, NXDN, and analog systems.
3. Understanding of encryption standards, key management, and over-the-air programming (OTAP).
4. Familiarity with public safety radio networks, including interoperability standards.
5. Ability to interpret and apply FCC regulations related to radio communications.

F. AUTHORITY RESPONSIBILITIES

In the event Consultant identifies and/or determines any radio equipment, accessories, and/or radio tuning equipment to be damaged, malfunctioned, inoperable, requires replacement, etc., Consultant shall notify the Authority's Contract Manager. Depending on the nature of the repair needed, the Authority's Contract Manager will determine whether the equipment requires repair and determine whether the Authority or the Subscriber Agency will pay for said repair. The Consultant is required to manage and oversee equipment repairs for tracking purposes, but Consultant is not required to pay for such equipment repairs/replacements.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS **CONSULTANT SERVICES FOR** **PUBLIC SAFETY RADIO COMMUNICATIONS SPECIALIST**

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is committed to safeguarding the Integrity of the Authority and its member agencies, subscriber and affiliates, systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (Exhibit B) sets forth the Authority and the Consultant's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Consultant before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the Authority and Consultant (the "Contract") and any other agreements between the parties. However, it is the Consultant's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all Authority Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Consultant, entitling the Authority, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this Exhibit B.

- a. Availability: the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. Confidentiality: the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. Authority Information: all Data and Information belonging to the Authority.
- d. Data: a subset of Information comprised of qualitative or quantitative values.
- e. Incident: a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach,

- modification, or destruction of information; interference with Information Technology operations; or significant violation of Authority policy.
- f. Information: any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
 - g. Information Security Policy: high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
 - h. Information Security Program: formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the Authority's information security requirements.
 - i. Information Technology: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
 - j. Integrity: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
 - k. Mobile Device Management (MDM): software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
 - l. Privacy Policy: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
 - m. Privacy Program: A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
 - n. Risk: a measure of the extent to which the Authority is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

- o. Threat: any circumstance or event with the potential to adversely impact Authority operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. Vulnerability: a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. Workforce Member: employees, volunteers, and other persons whose conduct, in the performance of work for the Authority is under the direct control of the Authority, whether or not they are paid by the Authority. This includes, but may not be limited to, full and part time elected or appointed officials, employees of the County and other member agencies, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the Authority.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Authority Information covered under this Agreement.

Consultant's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Consultant employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Consultant shall exercise the same degree of care in safeguarding and protecting Authority Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of Authority Information.

The Consultant's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of Authority Information in the Consultant's possession or control;

- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of Authority Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Authority Information;
- Protect against accidental loss or destruction of, or damage to, Authority Information; and
- Safeguard Authority Information in compliance with any applicable laws and regulations which apply to the Consultant.

b. Privacy Program

The Consultant shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including Authority Information. The Consultant's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Consultant employees, agents, and volunteers. The Consultant's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Consultant's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Consultant shall exercise the same degree of care in safeguarding the privacy of Authority Information that the Consultant exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of Authority Information.

The Consultant Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Consultant complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Authority Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO AUTHORITY INFORMATION

All Authority Information is deemed property of the Authority, and the Authority shall retain exclusive rights and ownership thereto. Authority Information shall not be used by the Consultant for any purpose other than as required under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Authority, any Authority Information it receives from, receives addressed to, or stores on behalf of, the Authority. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Authority Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Consultant, provided that (i) no Authority Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Authority, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Consultant specifically consents to the Authority's access to such Authority Information held, stored, or maintained on any and all devices Consultant owns, leases or possesses.

4. CONSULTANT'S USE OF AUTHORITY INFORMATION

The Consultant may use Authority Information only as necessary to carry out its obligations under this Agreement. The Consultant shall collect, maintain, or use Authority Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of Authority Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING AUTHORITY INFORMATION AND DATA

The Consultant shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Authority Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of Authority Information

The Consultant agrees that all Authority Information is Confidential and proprietary to the Authority regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. Disclosure of Authority Information

The Consultant may disclose Authority Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Authority Information for any other purpose without the prior express written approval of the Authority contract administrator in consultation with the Authority's Chief Technology Officer (CTO). If required by a court of competent jurisdiction or an administrative body to disclose Authority Information, the Consultant shall notify the Authority's contract administrator immediately and prior to any such disclosure, to provide the Authority an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Agreement, the Consultant may encounter Authority Non-public Information ("NPI") in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in County of Los Angeles Board of Supervisors Policy 6.104 (Information Classification Policy) as NPI, which by extension is applicable to the Authority. The Consultant shall not disclose or publish any Authority NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant shall acknowledge any request or instructions from the Authority regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Consultant shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Authority within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Authority Information, the Consultant shall notify the Authority within five (5) calendar days and the Authority will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Authority Information, the Consultant shall notify the Authority as described in Section 14 (Security and Privacy Incidents), and the Authority will coordinate an appropriate response.

e. Retention of Authority Information

The Consultant shall not retain any Authority Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONSULTANT EMPLOYEES

The Consultant shall perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant shall screen and conduct background investigations on all Consultant employees and Subcontractors as appropriate to their role, with access to the Authority Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Consultant, regardless of whether the member of the Consultant's staff passes or fails the background investigation. The Consultant, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to Authority Information to ensure that no individual accesses Authority Information whose past criminal conduct poses a risk or threat to Authority Information.

The Consultant and its employees, agents, and volunteers to abide by the requirements in this Exhibit.

The Consultant shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Consultant agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of Authority Information:** The proper identification, storage, transfer, archiving, and destruction of Authority Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

- e) Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) Privacy: The Consultant's Privacy Policies and procedures as described in Section 2.b (Privacy Program) of this Exhibit B.

The Consultant shall have an established set of procedures to ensure the Consultant's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The Authority acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Consultant or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Consultant shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Consultant obligations under this Agreement.

The Consultant shall obtain advanced approval from the Authority's Chief Technology Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF AUTHORITY INFORMATION

All Authority Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store Authority Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the Authority's Chief Technology Officer.

The Consultant will encrypt Authority Information transmitted on networks outside of the Consultant's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by Authority's Chief Technology Officer.

In addition, the Consultant shall not store Authority Information in the cloud or in any other online storage provider without written authorization from the Authority's Chief Technology Officer. All mobile devices storing Authority Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the Authority's Chief Technology Officer.

10. RETURN OR DESTRUCTION OF AUTHORITY INFORMATION

The Consultant shall return or destroy Authority Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Authority Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

Upon Authority's written request, or upon expiration or termination of this Agreement for any reason, Consultant shall (i) promptly return or destroy, at the Authority's option, all originals and copies of all documents and materials it has received containing Authority Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Agreement; and (iii) deliver or destroy, at the Authority's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Consultant, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be returned to the Authority, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the Authority. For documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be destroyed, the Consultant shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Exhibit. Upon termination or expiration of the Agreement or at any time upon the Authority's request, the Consultant shall return all hardware, if any, provided by the Authority to the Consultant. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the Authority.

b. Method of Destruction

The Consultant shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing Authority Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the Authority Information cannot be retrieved. The Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the Authority Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated Authority contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the Authority's request. On termination or expiration of this Agreement, the Authority will return or destroy all Consultant's Information marked as confidential (excluding items licensed to the Authority hereunder, or that provided to the Authority by the Consultant hereunder), at the Authority's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Consultant facilities that process Authority Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Consultant shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 (Security and Privacy Incidents); and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Consultant must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of Authority Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up

data; (iii) securely transfer Authority Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Consultant makes backups to removable media (as described in Section 9 (Storage and Transmission of Authority Information)), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 (Storage and Transmission of Authority Information).

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (Storage and Transmission of Authority Information), Authority Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the Authority's Chief Technology Officer in writing; and (ii) if transferred using removable media (as described in Section 9 (Storage and Transmission of Authority Information)) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Authority's Chief Technology Officer in writing. The foregoing requirements shall apply to back-up media stored by the Consultant at off-site facilities.

The Consultant shall implement formal procedures to control access to Authority systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to Authority Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Authority Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 (Security and Privacy Incidents); and

- f. In the event any hardware, storage media, or removable media (as described in Section 9 (Storage and Transmission of Authority Information)) must be disposed of or sent off-site for servicing, the Consultant shall ensure all Authority Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of Authority Information).

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant shall:

- a. Promptly notify the Authority's Chief Technology Officer and Designee within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

Chief Technology Officer (CTO):

Ted Pao
Authority's Chief Technology Officer
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8028
tpao@lasd.org

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of Authority Information involved in the reported Incident,
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the Authority to investigate the Incident and seek to identify the specific Authority Information involved in the Incident upon the Authority's written request, without charge, unless the Incident was caused by the acts or omissions of the Authority. As Information about the Incident is collected or otherwise becomes available to the Consultant, and unless prohibited by law, the Consultant shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Authority

- to allow the Authority to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
 - e. Assist and cooperate with forensic investigators, the Authority, law firms, and and/or law enforcement agencies at the direction of the Authority to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Authority on any additional disclosures that the Authority is required to make as a result of the Incident.
 - f. Allow the Authority or its third-party designee at the Authority's election to perform audits and tests of the Consultant's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Authority Information.

Notwithstanding any other provisions in this Agreement and Exhibit, the Consultant shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Authority Information caused by the Authority's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Consultant acknowledges and agrees that due to the unique nature of Authority Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the Authority, and therefore, that upon any such breach, the Authority will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the Authority.

16. AUDIT AND INSPECTION

a. Self-Audits

The Consultant shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform

the specific audit in question at Consultant's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the Authority.

The Consultant shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Consultant shall provide the audit results and any corrective action documentation to the Authority promptly upon its completion at the Authority's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any Authority Information, the Consultant shall promptly provide the Authority with copies of the same upon the Authority's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Authority pursuant to this Exhibit shall be provided at no additional charge to the Authority.

b. Authority Requested Audits

At its own expense, the Authority, or an independent third-party auditor commissioned by the Authority, shall have the right to audit the Consultant's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing Authority Information via an onsite inspection at least once a year. Upon the Authority's request the Consultant shall complete a questionnaire regarding Consultant's Information Security and/or program. The Authority shall pay for the Authority requested audit unless the auditor finds that the Consultant has materially breached this Exhibit, in which case the Consultant shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the Authority may exercise its termination rights underneath the Agreement.

Such audit shall be conducted during the Consultant's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Consultant's normal business operations. The Authority's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Consultant customers such as IP address, server names, etc. The Consultant shall cooperate with the Authority in the development of the scope and methodology for the audit,

and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the Authority. The Consultant agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Consultant will provide to the Authority a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Consultant or a third party; and (ii) corrective actions or modifications, if any, the Consultant will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Consultant agrees to indemnify, defend, and hold harmless the Authority, its member agencies, directors, elected and appointed officers, agents, employees, volunteers, trustees, site owners, site lessors and licensors, from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Consultant's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using Authority Information;
- The Consultant's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the Authority; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any Authority Information that occurs on the Consultant's systems or networks (including all costs and expenses incurred by the Authority to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide Authority with a full and adequate defense, as determined by Authority in its sole judgment, Authority shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and to reimbursement from contractor for all such costs and expenses incurred by Authority in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Authority without Authority's prior written approval.

SAFELY SURRENDERED BABY LAW

**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1** Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2** You must leave your newborn with a fire station or hospital employee.
- 3** You don't have to provide your name.
- 4** You will only be asked to voluntarily provide a medical history.
- 5** You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

November 6, 2025

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

Dear Directors:

APPROVE AMENDMENT NO. 133 TO AGREEMENT NO. LA-RICS 007

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 133 to Agreement No. LA-RICS 007 (Agreement) to incorporate three (3) Change Orders as well as include certain costs funded by the Urban Areas Security Initiative (UASI) grant program to complete interconnection work required to achieve interoperability in the region as further described in this Board Letter, resulting in an increase to the Maximum Contract Sum in the amount of \$1,265,634.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval of Amendment No. 133 to include one (1) Change Order in connection with fire damage remediation work at the Hauser Peak (HPK) site is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at this site, which your Board previously found statutorily exempt from review under California Environmental Quality Act (CEQA) on November 13, 2014, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
 - b. Find that the approval of Amendment No. 133 to include one (1) Change Order for power infrastructure installation work at the Burnt Peak 1 (BUR1) site in accordance with the Southern California Edison (SCE) power design is (a) within the scope of the Final Environmental Impact Report (EIR) for the

LA-RICS LMR System, which was previously certified under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site 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.

- c. Find that the approval of Amendment No. 133 to include one (1) Change Order to perform CADi Interface Connection and IMW API work, and the performance of certain interconnection work are not subject to CEQA because they are not a project under CEQA pursuant to CEQA Guidelines Sections 15378 and 15061(b)(3) and does not have the potential for causing a significant effect on the environment.
2. Approve Amendment No. 133 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI), similar in form to the **Enclosure**, which reflects the following:
 - a. Incorporate a Change Order to remediate fire damage at the HPK site for a cost increase in the amount of \$7,472.
 - b. Incorporate a Change Order for to install power infrastructure work at the BUR1 site for a cost increase in the amount of \$143,453.
 - c. Delegate authority to the Executive Director to allocate contingency funds to execute one (1) or more Amendments in connection with the power infrastructure work at the BUR1 site for an aggregate not-to-exceed amount of \$40,000. Any such Amendments, if needed and exercised, will be approved as to form by Counsel to the Authority. Such Amendments may be needed to account for the following:
 - Mitigating site access delays resultant from inclement weather at this mountain-top site.
 - Accommodating Red flag occurrences which may result in halt of work resulting in demobilization.
 - Account additional potential unforeseen and/or unanticipated work at the site.
 - d. Incorporate a Change Order to perform Genesis CADi Interface Connection and IMW API Enablement work for a cost increase in the amount of \$115,685.

- e. Include costs for the inclusion of additional interconnection work funded by the UASI grant to further interoperability efforts in the region in the amount of \$999,024.
- f. Increase the Maximum Contract Sum by \$1,265,634 from \$278,576,028 to \$279,841,662.
- g. Delegate authority to the Executive Director to execute Amendment No. 133, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue one (1) or more Notices to Proceed (NTP) for the work contemplated in Amendment No. 133, as may be necessary.

BACKGROUND

As the Authority and MSI progress through the first year of Maintenance Services, there is certain unanticipated work and/or services not included in the base maintenance plan, but necessary to ensure the sites remain operable. When work or service is required for continued operation of the LMR System, but not included in the maintenance plan it is addressed via the Change Order process. Such is the case with the Change Orders contemplated in Amendment No. 133, before your Board for consideration.

Amendment No. 133 captures three (3) Change Orders. In August of this year, the Hawk Fire reached the HPK site causing fire damage. The first Change Order seeks to remediate this fire damage by providing full generator maintenance service and site cleanup. While the work will be performed by MSI, the Authority is in the insurance claim filing process to seek reimbursement for this work.

With respect to the BUR1 site, a Change Order is being considered to allow MSI to perform construction work at the BUR1 site to allow for the delivery of utility power based on a power design provided by Southern California Edison (SCE). As you are aware, this site currently operates on a temporary deployed generator. To achieve permanent power at this site, we need to allow MSI to excavate, grade, and other certain installation work. In addition, due to unknown factors at this time, the Authority is seeking your Board's approval to delegate authority to the Executive Director to execute one (1) or more Amendments for an aggregate not-to-exceed amount of \$40,000 for anticipated and unforeseen occurrences, such as inclement weather, site access delays, red flag warnings/delays, remobilization, etc. This will provide the Director with the delegation to issue amendments for BUR1 work only, should they be needed, in a timely manner to allow for uninterrupted work towards permanent power at the site.

Additionally, the last Change Order is needed to provide CADi Interface connectivity and IMW API enablement work which will allow any agency to interface with Genesis.

Lastly, on December 19, 2024, your Board approved Amendment No. 124, which included among other things, certain interconnection work and corresponding costs that will allow for interoperability with various agencies in the region, funded by the Urban Area Security Initiative (UASI) grant. Since this time, the Authority has worked closely with the region, including the City of Los Angeles, MSI and other stakeholders to clearly identify interconnection gaps needed to the achieve completion of the system-of-system model the UASI Approval Authority voted to deploy. As the hub in this hub-and-spoke model, these components, licenses, physical connections with corresponding provisioning are required, and obtainable via competitive pricing obtained by LA-RICS in this Agreement.

Should your Board approve Amendment No. 133, the aforementioned recommended actions will be carried out.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 133 to incorporate three (3) Change Orders in the amount of \$266,610 and include certain interoperable interconnection work in the amount of \$999,024, resulting in an increase to the Maximum Contract Sum in the amount of \$1,265,634.

The Change Orders have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to all proposed actions. Further, the Change Orders were presented to the Change Control Board (CCB) which included stakeholder participation and oversight from member agency representatives from County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire Department. Additionally, the CCB included participation and oversight from Authority project team members representing technical (Internal Services Department), finance, grants, and contracts. The CCB participants vetted the Change Orders presented to your Board for consideration and recommend approval.

The interconnection work contained in Amendment No. 133 has been assessed by the Technical and Operations teams at LA-RICS and MSI. What is before your Board is the result of that assessment and gap analysis.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on November 13, 2014 for the HPK site that design, construction, implementation, operation, and maintenance of LMR System infrastructure at this site is 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. Approval of the currently recommended actions related

to the HPK site is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged.

The environmental impacts of the LMR project at the BUR1 site contemplated in Amendment No. 133 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 this site is within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for this LMR System site 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.

For LMR System sites in the Angeles National Forest including the BUR1 site, the US Forest Service has previously reviewed and determined the project to be categorically excluded from documentation in an Environmental Impact Statement (EIS) or an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) and issued a Decision Memo on October 31, 2019. The currently recommended action related to the BUR1 site is within the scope of activities previously reviewed by the US Forest Service.

Upon the Board's approval of the recommended actions for Amendment No. 133, the Authority will file a Notice of Exemption (NOE) for the HPK site with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 15062 of the State CEQA Guidelines and will file a Notice of Determination (NOD) for the BUR1 site with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 133 result in an increase to the Maximum Contract Sum in the amount of \$1,265,634 from \$278,576,028 to \$279,841,662. If approved by your Board, the work contained in Amendment No. 133 will be funded by the Urban Areas Security Initiative (UASI) grants in accordance with the LA-RICS Adopted Fiscal Years 2025-26 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

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

This Amendment Number One Hundred Thirty-Three (together with all exhibits, attachments, and schedules hereto, "Amendment No. 133") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of November ____ 2025, based on the following recitals:

RECITALS

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

WHEREAS, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment No. 1 through Amendment No. 132.

WHEREAS, the Authority and Contractor desire to further amend the Agreement to (a) incorporate three (3) Change Orders as further described in this Amendment No. 133 for a cost increase in the amount of \$266,610; (b) include additional Work and costs funded by the UASI Approval Authority to complete interconnection work required to achieve interoperability in the region in the amount of \$999,024; (c) increase the Maximum Contract Sum by \$1,265,634 from \$278,576,028 to \$279,841,662; and (d) make other certain changes as set forth in this Amendment No. 133.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 133, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 133 refer to sections of the Agreement, as amended by this Amendment No. 133.
2. LMR Change Orders. The parties agree and acknowledge the Contractor will perform all the Work pursuant to COR No. 115 to remediate fire damage as a result of the Hawk Fire at the HPK site, which includes performing full service generator work and cleaning ash and fire debris out of the HVAC system. Additionally, pursuant to COR No. 116, the parties agree the Contractor will install the requisite power infrastructure at the BUR1 site in accordance with the Southern California Edison (SCE) power design, which includes excavation,

grading, and transformer installation. Moreover, the parties further agree and acknowledge the Contractor will provide all the requisite Genesis CADI Interface Connection and IMW API Enablement Work pursuant to the scope set forth in COR No. 117.

These CORs (COR No. 115, COR No. 116 and COR No. 117) are all incorporated into the Agreement herein by this reference, pursuant to this Section 2 of this Amendment No. 133, in exchange for the amount set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments), which is attached to this Amendment No. 133.

LMR CHANGE ORDERS					
Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	HPK	Hauser Peak	COR 115	Fire Damage Remediation	\$7,472
2	BUR1	Burnt Peak 1	COR 116	Construction Work for SCE Utility Power Design	\$143,453
3.	--	--	COR 117	Genesis CADI Interface Connection and IMW API Enablement Work	\$115,685
TOTAL AMOUNT:					\$266,610

3. Interconnections for Interoperability. The parties agree and acknowledge to include and perform certain interconnection Work and corresponding costs, which will be funded by the UASI Approval Authority, for interconnection work required to enable interoperability in the amount of \$2,739,024. The parties further agree and acknowledge this "Interconnections for Interoperability" Work **supersedes** the "Interconnections for Interoperability" Work included in Amendment No. 124. All other Work outlined in Amendment No. 124 shall remain the same and in full force and effect.

3.1 Premium Critical Connect and Smart Connect Solution and Configurations

The parties agree and acknowledge the Contractor will provide the Authority with 150 simultaneous talk paths over the course of six (6) years. Additionally, the parties agree and acknowledge Contractor will provide LA-RICS Users with a SmartConnect subscription rate of \$5 (WiFi and Broadband) per device per month. Such FNE interconnection and SmartConnect Work will include all requisite implementation and configuration Work with the exception of any subscriber related services.

The parties further agree and acknowledge the specific details, scope, payment milestones, if applicable, and subscriptions will be mutually developed, finalized, and upon mutual agreement, will be incorporated into the Agreement herein by this reference. Should this occur, the Authority will then issue an NTP for the interconnection scope and corresponding costs set forth in Exhibit C.26 (Interconnections for UASI Approval Authority),

which is revised and attached to this Amendment No. 133, and Contractor shall perform the interconnection Work pursuant to the mutually agreed upon specifications.

3.2 Manual Roaming to Auto Roaming Upgrades

The parties agree and acknowledge the Contractor will provide five (5) upgrades from manual roaming to auto roaming functionality. Such auto roaming upgrades will be for use by LA-RICS Users to be determined by the Authority. The parties will work together and mutually agree on the auto roaming upgrade details to ensure they are configured, tested, and implemented to public safety standards, which will be incorporated into the Agreement herein by this reference. Such auto roaming upgrade Work will be performed in exchange for the amounts set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is revised and attached to this Amendment No. 133.

3.3 Dedicated Priority Circuits

The parties agree and acknowledge that Contractor will provide three (3) dedicated priority circuits for a period of three (3) years. The use of the dedicated priority circuits will be determined by the Authority. The parties will work together and mutually agree on the details necessary to implement the dedicated priority circuits, which will be incorporated into the Agreement herein by this reference. Such dedicated priority circuit Work will be performed in exchange for the amounts set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is revised and attached to this Amendment No. 133.

3.4 Mutual Aid Roaming Licenses

The parties agree and acknowledge the Contractor will provide the Authority with 50,000 Mutual Aid Roaming Licenses for use by guests using the LMR System. The Contractor will provide the 50,000 Mutual Aid Roaming Licenses to the Authority at one time in a single mass download which will allow the Authority to upload these licenses to the LMR System Core. The Mutual Aid Roaming Licenses will be provided to the Authority in exchange for the amounts set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is revised and attached to this Amendment No. 133.

3.5 ISSI Interconnection Configuration Work

The parties agree and acknowledge the Contractor will provide the Authority with ISSI Interconnection Configuration services for eight (8) LA-RICS Users to be determined by the Authority. Such configuration Work will

include, but not be limited to, configuration, testing, and implementation necessary to achieve ISSI connectivity between LA-RICS and the LA-RICS Users, which is certain instances may require a physical ISSI connection. The parties will work together and mutually agree on the specific scope/details necessary to configure, test, and implement the ISSI connections, which will be incorporated into the Agreement herein by this reference. The ISSI Interconnection Configuration Work will be performed in exchange for the amounts set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is revised and attached to this Amendment No. 133.

3.6 CSSI License (AVTEC) for Los Angeles County Metropolitan Transportation Authority (MTA)

The parties agree and acknowledge the Contractor will provide a CSSI License (AVTEC) for use on the LMR System by the Los Angeles County Metropolitan Transportation Authority (MTA). The parties will work together and mutually agree on the CSSI details to ensure they are implemented to public safety standards, which will be incorporated into the Agreement herein by this reference. The CSSI License (AVTEC) for MTA will be provided in exchange for the amounts set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is revised and attached to this Amendment No. 133.

3.7 UEM Licenses for Additional LA-RICS Users

The parties agree and acknowledge the Contractor will provide the Authority with five (5) UEM Licenses for additional LA-RICS Users for use on the LMR System. The Authority will determine which LA-RICS Users will utilize these licenses. These five (5) UEM licenses are in addition to the existing five (5) UEM Licenses currently held by the Authority. The UEM Licenses for additional LA-RICS Users will be provided in exchange for the amounts set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is revised and attached to this Amendment No. 133.

3.8 Network Configuration and Troubleshooting Service Package

The parties agree and acknowledge the Contractor will provide the Authority with a network configuration and troubleshooting service package, which includes eighty (80) hours. Such network configuration and troubleshooting work will be performed at the request of the Authority to ensure connectivity and interoperability between LA-RICS and its Users on the LMR System. The parties will track the number of hours until such time as all the hours have been exhausted. The network configuration and troubleshooting service package will be provided in exchange for the amounts set forth in Exhibit C.26 (Interconnections for UASI Approval Authority), which is

revised and attached to this Amendment No. 133.

3.9 ISSI Licensing

The parties agree and acknowledge the Contractor will provide four (4) ISSI Licenses. Such ISSI Licenses will be for use by LA-RICS Users to be determined by the Authority. The parties will work together and mutually agree on the ISSI details to ensure they are implemented to public safety standards, which will be incorporated into the Agreement herein by this reference.

INTERCONNECTION WORK FOR UASI AA INTEROPERABILITY				
Item No.	Description	Quantity	Price	Total
1.	Premium Critical Connection and Smart Connect Solution and Configuration	1	\$1,300,000	\$1,300,000
2.	Manual Roaming to Auto Roaming Upgrades	5	\$125,000	\$625,000
3.	Dedicated Priority Circuits (3 Year Term)	3	\$30,000	\$90,000
4.	Mutual Aid Roaming Licenses (50,000)	1	\$100,000	\$100,000
5.	ISSI Interconnection Configuration Work	8	\$57,433	\$459,464
6.	CSSI Licensing for MTA (AVTEC)	1	\$30,000	\$30,000
7.	UEM Licenses for Additional LA-RICS Users	5	\$22,400	\$112,000
8.	Network Configuration and Troubleshooting Service Package (80 Hours)	1	\$22,560	\$22,560
9.	ISSI Licensing	4	Included	Included
TOTAL INTERCONNECTION WORK FOR UASI AA AMOUNT:				\$2,739,024

4. Amendments to the Agreement.

- 4.1 Section 8.1.1 of Section 8.1 (Maximum Contract Sum and Contract Sum – General) of the Base Document of the Agreement, is deleted in its entirety and replaced with the following:

8.1.1 The "Maximum Contract Sum" under this Agreement is **Two Hundred Seventy-Nine Million, Eight Hundred Forty-One Thousand, and Six Hundred Sixty-Two Dollars (\$279,841,662)** which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 4.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or

strict liability in tort, will be limited in the aggregate to direct damages no greater than **One Hundred Twenty-One Million, Eight Hundred Fifty-Seven Thousand, Seventy-Six Dollars (\$121,857,076)**. Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

5. Amendments to Agreement Exhibits.

- 5.1 Exhibit C.1 (LMR System Payment Summary) of 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. 133 and incorporated herein by this reference.
- 5.2 Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 133 and incorporated herein by this reference.
- 5.3 Exhibit C.26 (Interconnections for UASI Approval Authority) is deleted in its entirety and replaced with Exhibit C.26 (Interconnections for UASI Approval Authority), which is attached to this Amendment No. 133 and incorporated herein by this reference.

6. This Amendment No. 133 shall become effective as of the date identified in the recitals, which is the date upon which:

- 6.1 An authorized agent of the Contractor has executed this Amendment No. 133;
- 6.2 Counsel to the Authority has approved this Amendment No. 133 as to form;
- 6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 133;
- 6.4 The Executive Director of the Authority has executed this Amendment No. 133.

7. Except as expressly provided in this Amendment No. 133, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.

8. Contractor and the person executing this Amendment No. 133 on behalf of Contractor represent and warrant that the person executing this Amendment No. 133 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this

Amendment No. 133, and that all requirements of Contractor to provide such actual authority have been fulfilled.

9. This Amendment No. 133 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 133 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Scott Lees
West Region Vice President

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

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS

LMR SYSTEM PAYMENT SUMMARY

Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
LMR SYSTEM PHASES 1 THROUGH 4				
Phase 1 ^(Note 1)	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (PHASES 1 to 4):	\$ -	\$ 162,163,724	\$ 13,505,169	\$ 148,658,553
PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS				
Phase 5 (15 Years) (Years 1 & 2 Exercised)	\$ 43,821,900	\$ 6,741,831	\$ -	\$ 43,821,900
LMR System SUA (15 Years)	\$ -	\$ 64,566,876	\$ -	\$ 64,566,876
TOTAL (PHASES 1 to 5):	\$ 43,821,900	\$ 168,905,555	\$ 13,505,169	\$ 192,480,453
ADDITIVE ALTERNATES				
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 10,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 20,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 10,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
ADDITIONAL/SUPPLEMENTAL				
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		\$ 4,310,652	\$ 358,021	\$ 3,952,632
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
Interconnections for UASI Approval Authority		\$ 2,739,024		\$ 2,739,024
LMR Proceed Orders (1-7)		\$ 59,218		\$ 59,218
SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:	\$ 118,476,337	\$ 251,918,521	\$ 21,693,937	\$ 341,959,089
TOTAL CONTRACT SUM:	\$251,918,521			
LMR Discounts ^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$279,841,662			

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

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

SCHEDULE OF PAYMENTS

EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

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

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

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 47					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RIH	Soil Removal	\$ -	\$ -	\$ -
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
Amendment No. 47 Subtotal			\$ 710,217	\$ 71,022	\$ 639,196
Amendment No. 48					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ -	\$ -	\$ -
Amendment No. 48 Subtotal			\$ 10,159	\$ 1,016	\$ 9,143
Amendment No. 49 and Amendment No. 59					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	road, etc	\$ -	\$ -	\$ -
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
Amendment No. 49 Subtotal			\$ 110,000	\$ 11,000	\$ 99,000
Amendment No. 50					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
Amendment No. 50 Subtotal			\$ 375,108	\$ 37,511	\$ 337,597
Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,196	\$ 1,120	\$ 10,076
MSI-6096	CCB	Microwave Installation Modification	\$ -	\$ -	\$ -
Amendment No. 51 Subtotal			\$ 11,196	\$ 1,120	\$ 10,076
Amendment No. 52					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
Amendment No. 52 Subtotal			\$ 34,359	\$ 3,436	\$ 30,923
Amendment No. 53					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
Amendment No. 53 Subtotal			\$ 342,460	\$ 34,246	\$ 308,214
Amendment No. 54					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
Amendment No. 54 Subtotal			\$ 138,707	\$ 13,871	\$ 124,836
Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 55 Subtotal			\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 56					
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 58 Subtotal			\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 15,876	\$ 1,588	\$ 14,288
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64 and Amendment No. 88					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 64 nd Amendment No. 88 Subtotal			\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 86					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
Amendment No. 86 Subtotal			\$ 14,386	\$ 1,439	\$ 12,947
Amendment No. 88					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
Amendment No. 88 Subtotal			\$ 15,932	\$ 1,593	\$ 14,339
Amendment No. 90, Amendment No. 114, Amendment 115, and Amendment 116					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
MSI-5110	UNIV	Fire Suppression System	\$ 22,704	\$ -	\$ 22,704
MSI-5129	UNIV	Fire Suppression System	\$ 11,308	\$ -	\$ 11,308
	UNIV	Fire Suppression System Not-to-Exceed Amount	\$ 20,000	\$ -	\$ 20,000
Amendment No. 90, Amendment No. 114, Amendment No. 115, and Amendment No. 116 Subtotal			\$ 114,729	\$ 6,072	\$ 108,657
Amendment No. 91					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 91 Subtotal			\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 92					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 108					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
Amendment No. 108 Subtotal			\$ 3,263	\$ 326	\$ 2,937
Amendment No. 109					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
Amendment No. 109 Subtotal			\$ 2,379	\$ 238	\$ 2,141
Amendment No. 110					
MSI-7115	CPK-RPVT DPK-RPVT SGH-TWR	Replacement of Three (3) Microwave Links	\$ -	\$ -	\$ -
MSI-7116	SCC	LASD NICE Logging Recorder	\$ 6,600	\$ 660	\$ 5,940
Amendment No. 110 Subtotal			\$ 6,600	\$ 660	\$ 5,940
Amendment No. 111					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
Amendment No. 111 Subtotal			\$ 6,904	\$ 690	\$ 6,214
Amendment No. 112					
MSI-7119	BUR1	BUR1 Roll-up Generator Outage Work	\$ 11,574	\$ 1,157	\$ 10,417
MSI-7120	GRM	GRM Roll-up Generator Outage Work	\$ 5,725	\$ 573	\$ 5,153
Amendment No. 112 Subtotal			\$ 17,299	\$ 1,730	\$ 15,569
Amendment No. 119					
MSI-5117	MMC	MMC HVAC Restoration Work	\$ 29,316	\$ -	\$ 29,316
MSI-5148	CCB	CCB Court Denied Access to FPS Fire Suppression	\$ 900	\$ -	\$ 900
Amendment No. 119 Subtotal			\$ 30,216	\$ -	\$ 30,216
Amendment No. 121					
MSI-5154	MCI	Transient Voltage Suppression Systems (TVSS) Replacement	\$ 1,000	\$ -	\$ 1,000
MSI-5155	MCI	Fire Suppression System (FSS) Inspections	\$ 1,700	\$ -	\$ 1,700
MSI-5156	Universal Studios - Citywalk	Fire Suppression System (FSS) Inspections	\$ 500	\$ -	\$ 500
MSI-5157	Castro Peak	Fire Suppression System (FSS) Inspections	\$ 700	\$ -	\$ 700
MSI-5158	MCI	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,939	\$ -	\$ 2,939
MSI-5159	Castro Peak	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,798	\$ -	\$ 2,798
Amendment No. 121 Subtotal			\$ 9,637	\$ -	\$ 9,637
Amendment No. 125					
MSI-5167	FRP	Cummins Generator Service	\$ 2,250	\$ -	\$ 2,250
MSI-5173	Various	DPS Waterbug Monitoring	\$ 12,526	\$ -	\$ 12,526
Amendment No. 125 Subtotal			\$ 14,776	\$ -	\$ 14,776
Amendment No. 127					
MSI-5174	CPK, MCI/SPN	Tower Dish Relocation and Path Re-Alignment	\$ 19,927	\$ -	\$ 19,927
MSI-5186	CPK	Antenna Replacement from Talley	\$ 2,550	\$ -	\$ 2,550
MSI-5178	GRM	Recharge Clean Agent Fire Suppression System	\$ 10,832	\$ -	\$ 10,832
Amendment No. 127 Subtotal			\$ 33,309	\$ -	\$ 33,309
Amendment No. 128					
MSI-5201	CCT	Flynn Air Denied Entry	\$ 850	\$ -	\$ 850
Amendment No. 128 Subtotal			\$ 850	\$ -	\$ 850
Amendment No. 129					
MSI-5200	GRM	Fire Damage Remediation	\$ 140,901	\$ -	\$ 140,901
MSI-5224	ESR, MML, LPC	Diesel Generator Full Service Preventative Maintenance Work	\$ 20,743	\$ -	\$ 20,743
Amendment No. 129 Subtotal			\$ 161,644	\$ -	\$ 161,644
Amendment No. 130					
MSI-5200	CPK	Installation Work for a Microwave Antenna	\$ 5,688	\$ -	\$ 5,688
MSI-5238	FRP	Installation Work for 4 Microwave Antennas	\$ 139,381	\$ -	\$ 139,381
Amendment No. 130 Subtotal			\$ 145,069	\$ -	\$ 145,069
Amendment No. 131					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-5247	HPK	Cylinder retrieval, refill, replacement	\$ 14,324	\$ -	\$ 14,324
Amendment No. 131 Subtotal			\$ 14,324	\$ -	\$ 14,324
Amendment No. 133					
COR 115	HPK	Fire Damage Remediation	\$ 7,472	\$ -	\$ 7,472
COR 116	BUR1	Construction Work for SCE Utility Power Design	\$ 143,453	\$ -	\$ 143,453
COR 117	--	Genesis CADi Interface Connection and IMW API Enablement Work	\$ 115,685		\$ 115,685
Amendment No. 133 Subtotal			\$ 266,610	\$ -	\$ 266,610
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 4,310,652	\$ 358,021	\$ 3,952,632

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.

SCHEDULE OF PAYMENTS
EXHIBIT C.26 - INTERCONNECTIONS FOR UASI APPROVAL AUTHORITY (AA)

INTERCONNECTION WORK FOR UASI APPROVAL AUTHORITY (AA) INTEROPERABILITY				
ITEM	DELIVERABLE	QUANTITY	PRICE	TOTAL
AMENDMENT 124				
1	Premium Critical Connection and Smart Connect Solution and Configuration*	1	\$ 1,300,000	\$ 1,300,000
2	Manual Roaming to Auto Roaming Upgrades	2	\$ 125,000	\$ 250,000
3	Dedicated Priority Circuits (3 Year Term)	3	\$ 30,000	\$ 90,000
4	Mutual Aid Roaming Licenses (50,000 Licenses)	1	\$ 100,000	\$ 100,000
Amendment 124 Total:				\$ 1,740,000
AMENDMENT 133				
1	Manual Roaming to Auto Roaming Upgrades (Additional)	3	\$ 125,000	\$ 375,000
2	ISSI Interconnection Configuration Work	8	\$ 57,433	\$ 459,464
3	CSSI Licensing for MTA (AVTEC)	1	\$ 30,000	\$ 30,000
4	UEM Licenses for Additional LA-RICS Users	5	\$ 22,400	\$ 112,000
5	Network Configuration and Troubleshooting Service Package (80 Hours)	1	\$ 22,560	\$ 22,560
6	ISSI Licensing	4	Included	Included
Amendment 133 Total:				\$ 999,024
TOTAL INTERCONNECTION WORK FOR UASI AA AMOUNT;				\$ 2,739,024

*MSI will ensure the setup of Critical Connect includes all the configuration/connectivity required for Smart Connect



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

November 6, 2025

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

Dear Directors:

APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. LA-RICS 025 WITH GENCORE CANDEO, LTD. dba THE GENESIS GROUP

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 1 to Agreement No. LA-RICS 025 with GenCore Candeo, Lt. dba The Genesis Group (Genesis) (Agreement) to include work related to integrating a Genesis interface with Motorola Solutions, Inc. (MSI) ASTRO 25-CADI which will serve as a Computer Aided Dispatch Interface (CADI) for LA-RICS Land Mobile Radio (LMR) System Users/Subscribers to improve their radio capabilities.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve Amendment No. 1 to the Agreement, in substantially similar form to the Enclosure, with GenCore Candeo Ltd, dba The Genesis Group (Genesis) to integrate a Genesis CAD interface with MSI's ASTRO 25-CADI in order to improve LA-RICS LMR Users/Subscribers radio capabilities, and increase the Total Contract Amount by \$37,221.
2. Delegate authority to the Executive Director to execute Amendment No. 1, in substantially similar form, to the enclosed Amendment (Enclosure).
3. Allow the issuance of one or more Notices to Proceed for the work contemplated in Amendment No. 1.

BACKGROUND

As your Board is aware, the Authority is currently in the Maintenance and Operations phase of the LA-RICS LMR System, which is comprised of certain work provided by Motorola Solutions, Inc. (MSI) and certain other work provided by the County of Los

AGENDA ITEM I

Angeles Department of Internal Services (ISD). MSI, ISD, as well as LA-RICS staff manage certain aspects of the LMR System network via the GenWatch3 software, which monitors and manages LMR System data. GenWatch3, via Genesis, was introduced into the LMR System by way of the LMR Contract whereby MSI and Genesis partnered.

On April 21, 2025, your Board approved a sole source agreement with Genesis to upgrade and enhance functionality on the GenWatch3, the existing data management software utilized on the LMR System. The Agreement has provided the ability to monitor the location of all radios used on the system in real time, provide a historical trail of device whereabouts, improve filtering functionality during emergencies, and improve notifications for alarms and events, among other things.

With the incorporation of improvements to the GenWatch3 application within the LMR System on the front end, the Authority has directed its focus to the back end by enhancing the radio capabilities of its Users and Subscribers. Integrating Genesis CADI into MSI's ASTRO 25-CADI to serve as a full CAD client for sending radio commands such as Selective Radio Inhibit, Database Snapshot and Call Alert for the Authority and its Users/Subscribers, will improve interoperability throughout the Los Angeles County region.

It is for these reasons Amendment No. 1 to the Agreement is before your Board for consideration. Should your Board approve this action, the Executive Director will proceed with executing the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is integrate Genesis CADI into MSI's ASTRO 25-CADI to improve the radio capabilities of Users/Subscribers on the LA-RICS LMR System.

FISCAL IMPACT/FINANCING

If approved by your Board, Amendment No. 1 will result in an increase to the Total Contract Amount in the amount of \$37,221 from \$133,769 to \$170,990. The Work contemplated in Amendment No. 1 in the amount of \$37,221 will be funded by the Urban Areas Security Initiative (UASI) grants, which is included in the LA-RICS Fiscal Year 25-26 Adopted Budget and if work carries over into the next fiscal year, will be included in the Fiscal Year 26-27 Budget to be presented to your Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER ONE
CONTRACT NO. LA-RICS 025
FOR
GENWATCH3 SOFTWARE UPGRADE
FOR THE LAND MOBILE RADIO (LMR) SYSTEM

This Amendment Number One (together with all exhibits, attachments, and schedules hereto, "Amendment No. 1") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and GenCore Candeo, Ltd. (dba The Genesis Group) (Genesis) ("Contractor"), effective as of November ____ 2025, based on the following recitals:

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Contract No. LA-RICS 025 for upgrade and enhance functionality on GenWatch3 for the Land Mobile Radio ("LMR") System, dated as of May 5, 2025 (together with all exhibits, attachments, and schedules thereto, the "Contract").

WHEREAS, the Authority and Contractor desire to further amend the Contract to (a) expand the Scope of Work to integrate the Genesis interface with Motorola Solutions, Inc. (MSI) ASTRO 25-CADI; (b) resulting in an increase to the Total Contract Sum in the amount of \$37,221 from \$133,769 to \$170,990; and (c) make other certain changes as set forth in this Amendment No. 1.

WHEREAS, this Amendment No. 1 is authorized under Section 8 (Amendments) of the Contract.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are 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 Contract. Unless otherwise noted, section references in this Amendment No. 1 refer to sections of the Contract, as amended by this Amendment No. 1.
2. Inclusion of Genesis Interface to ASTRO 25-CADI Work. The parties agree and acknowledge the Contractor's scope will be expanded to include Genesis interface to MSI's ASTRO 25-CADI, which will also include additional CADI client connections and remote installation as further detailed in Exhibit A (Scope of Work) in exchange for the amounts set forth in Exhibit B (Schedule of Prices), which have all been revised and are incorporated into this Amendment No. 1.
3. Amendments to the Contract.
 - 3.1 Subsection 5.1.1 (Total Contract Sum), which is part of Section 5 (Contract Sum), of the Contract is deleted in its entirety and replaced with the following:

5.1 Total Contract Sum

5.1.1 In consideration of the performance by Contractor in a manner satisfactory to the Authority of the services described in Section 3 (Work) to this Contract, including receipt and acceptance of such work by the Executive Director, Authority agrees to pay Contractor a not to exceed amount of **\$170,990 (One Hundred Seventy Thousand, Nine Hundred Ninety Dollars)** pursuant to the Schedule of Prices attached to this Contract as Exhibit B (Schedule of Prices). The contract amount must be inclusive of all costs, direct or indirect, such as, but not limited to, materials, labor, permits, transportation, equipment, insurance, tax, etc. necessary to perform all the work set forth in Contract No. LA-RICS 025. The Authority does not guarantee any work or services of any specific monetary amount under this Contract.

4. Amendments to Contract Exhibits.

4.1 Exhibit A (Scope of Work) is deleted in its entirety and replaced with Exhibit A (Scope), which is attached to this Amendment No. 1 and incorporated herein by this reference.

4.2 Exhibit B (Schedule of Prices) is deleted in its entirety and replaced with Exhibit B (Schedule of Prices), which is attached to this Amendment No. 1 and incorporated herein by this reference.

5. This Amendment No. 1 shall become effective as of the date identified in the recitals, which is the date upon which:

5.1 An authorized agent of the Contractor has executed this Amendment No. 1;

5.2 Counsel to the Authority has approved this Amendment No. 1 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. 1;

5.4 The Executive Director of the Authority has executed this Amendment No. 1.

6. Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Contract, as amended, shall remain the same and in full force and effect.

7. Contractor and the person executing this Amendment No. 1 on behalf of Contractor represent and warrant that the person executing this Amendment No. 1 for Contractor is an authorized agent who has actual authority to bind Contractor to

each and every term and condition of this Amendment No. 1, and that all requirements of Contractor to provide such actual authority have been fulfilled.

8. This Amendment No. 1 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 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

GENCORE CANDEO, LTD
dba THE GENESIS GROUP

By: _____

Scott Edson
Executive Director

By: _____

Paul Miller
COO

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

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

SCOPE OF WORK

GENWATCH3 SOFTWARE UPGRADE FOR THE LAND MOBILE RADIO (LMR) SYSTEM

A. AUTHORITY'S PROJECT MANAGER

The Authority's Project Manager and who will oversee this Contract will be Mr. Justin Compito who can be contacted at (703) 674-7894 or at jcompito.consultant@isd.lacounty.gov and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Executive Director, the Authority's Project Director, or the Authority's Project Manager, pursuant to Exhibit C (Authority's Administration), are the only persons authorized by the Authority to request work of the Consultant.

B. SCOPE OF WORK

Contractor developed and installed GenWatch3, the existing data management solution for the Authority's Land Mobile Radio (LMR) System, which provides data monitoring, reporting, and archiving of the activities and events on the LMR System's Core into a centralized platform. The Contractor, who partners with the Authority's LMR Contractor, Motorola Solutions, Inc. (MSI), delivered GenWatch3 by way of MSI's P25 radio system.

Under this Scope of Work, Contractor shall enhance and upgrade the existing GenWatch3 software to allow the Authority to have a broader view and more detailed visibility with respect to the activities, data, and performance related to the LMR System. The following services outline how the Contractor will deliver and implement services to improve GenWatch3 on the LMR System.

C. GENWATCH UNIFIED EVENT MANAGER (UEM) ENHANCEMENT SERVICES

1. Description of Service

- a. The GenWatch3 UEM is an enhancement to the LMR System's existing ASTRO P25 Radio System's GenWatch ATIA. The UEM enhancement enables capture of, assign severity, monitor, and organize Simple Network Management Protocol (SNMP) traps from devices on the LMR System, resulting the SNMP traps to priority workloads in a more efficient manner.
- b. Contractor will provide software that includes the connection to the UEM via the Northbound Interface (NBI) to capture the UEM activity which include archiving, reports, live map display, notifications of all

UEM events, alarms, states, and statuses as well as throttle, filter, forward, and translate of the UEM.

2. Pre-Installation Responsibilities

- a. Contractor must confirm all the information contained in Attachment 1 (GenWatch3-ATIA Pre-Installation Information, Non-Redundant, UEM Add-on, v2 Jan 22) to this Exhibit A (Scope of Work) is completed by the Authority and/or MSI. Contractor will verify all information is sufficient for software installation.
- b. If requested by the Authority, Contractor must participate in a technical kickoff meeting with Authority, MSI, and any additional stakeholders to review the implementation processes and expectations, discuss the placement of machines, discuss design considerations, and address any questions.

3. Software Services

- a. Contractor will provide a UEM Enhancement to the LA-RICS existing Single Zone with Dynamic System Resilience (DSR) ASTRO P25 GenWatch System.
- b. Contractor will provide one (1) GZ-UEM NBI connection to the DSR zone system.

4. Training

- a. Contractor will provide installation and training services, remotely and on-site. Services include, but are not limited to, preparation calls, remote installation and configuration and up to two (2) days of on-site Work to perform system optimization and training with one (1) Genesis representative. These installation and training services require remote access.

D. GENWATCH LOCATION SERVICES – IMW ARCHIVING, REPORTING AND LIVE DISPLAY

1. Description of Service

- a. The GLS enhancement enables monitoring location data in real-time of every GPS-enabled radio on the Motorola ASTRO P25 system.
- b. Contractor will provide a software enhancement that will provide a connectivity from the GenWatch ATIA (GW3) to an MSI intelligent

Middleware (IMW), Unified Network Services (UNS), and Motorola Universal Processing Server.

2. Pre-Installation Responsibilities

- a. Contractor must confirm all the contained information in Attachment 2 (GenWatch3-ATIA Pre-Installation Information (IMW Add-On to Existing GenWatch3-ATIA, v1 Jan 22) to this Exhibit A (Scope of Work) is completed by the Authority and/or MSI and Contractor verifies all information is accurate and comprehensive.
- b. If requested by the Authority, Contractor must participate in a technical kickoff meeting with Authority, MSI, and any additional stakeholders to review the implementation processes and expectations, discuss the placement of machines, discuss design considerations, and address any questions.

3. Software Services

- a. Contractor will provide GenWatch Location Services (IMW Enhancement) for Primary and DSR Core.

4. Training

- a. Contractor will provide installation and training services, remotely and on-site. Services include, but are not limited to, preparation calls, remote installation and configuration and up to three (3) days of on-site Work to perform system optimization and training with one (1) Genesis representative. These installation and training services require remote access.

E. GENESIS INTERFACE TO ASTRO 25-CADI
(Amended and Restated under Amendment No. 1)

1. Description of Service

Contractor will integrate Genesis with MSI's ASTRO 7.x CADI Port which will serve as a Computer Aided Design Interface (CADI) for LMR System Users/Subscribers by improving radio capabilities.

2. Contractor Responsibilities

- a. Integrate Genesis with ASTRO 7.x CADI Port to serve as a full CADI client for sending radio commands for the Authority and its Users/Subscribers:

- Selective Radio Inhibit
 - Radio Check
 - Regroup
 - Database Snapshot
 - Call Alert
 - Emergency ACK
 - Statuses and Messages
- b. Ensure the ASTRO 7.x CADI Port is replicated seamlessly with multiple agencies with filtering available with GenWatch3.
- c. Includes one (1) CADI Client Connection.
- d. One (1) CADI Server Connection per primary zone is required.
- e. Provide additional CADI Client Connections.
- 3. Installation and Training
 - a. Contractor services will include, but is not limited to, pre-install preparation calls, remote installation and configuration for system optimization and training with one (1) Genesis representative. These installation and training services require remote access.

F. TESTING

- Contractor will test and validate the enhanced data connections between GenWatch3 and the Motorola ASTRO P25 Core. The Contractor will test to ensure that all the enhanced features and reports are functional for GenWatch UEM Enhancement Services and GenWatch Location Services Enhancement.
- Per the aforementioned Sub-Sections C.4.a, D.4.a, and **E.3.a** regarding training, the Contractor will demonstrate any features requested by the Authority during the training services.

G. AUTHORITY RESPONSIBILITIES

- GenWatch3-Data must be ordered.
- Authority will provide correct and adequate rack types, rack space, furniture for desk type PCs, electrical power, UPS power, air conditioning, network connections, and miscellaneous cables and hubs.

- Authority will ensure the LMR Contractor enables the Flexible ATIA license on all Zone ATRs, and the CEN network must be configured to send ATIA data.
- The Authority will configure the LA-RICS IMW server to forward IMW traffic to the GenWatch3 server.
 - o The Authority will provide the following IMW information:
 - Astro System WACN/System ID (hex)
 - Client ID/ParlayX API Access password assigned for Genesis Application
 - API Endpoint (AE) IP address
 - Identity Manager (idm) IP address
 - Agency Domain (SIP Domain)
 - Fully qualified domain name for the UNS
 - Fully qualified domain name for the Identity Manager (IDM)
 - Security Group of all the subscribers for the agency

H. WARRANTY

In addition to any other warranties in the Contract, the Contractor warrants that installation work performed under this Contract conforms to the Contract requirements and is free of any defect or issues Contractor or any Subcontractor or supplier at any tier.

Corrections to the work may be required during installation, after receipt of substantial completion, or any applicable warranty period. At the Authority's option, the cost of such corrections may be withheld from invoices.

This warranty shall include a period of one (1) year from the date of installation (i.e. when the software goes live).

The Contractor shall remedy at the Contractor's expense any failure to conform to the requirements of the Contract or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Authority-owned or controlled real or personal property, when that damage is the result of:

The Contractor's failure to conform to or comply with Contract requirements; or

Any defect of Contractor-furnished equipment, material, workmanship, or design.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. The Contractor's warranty with respect to work repaired or replaced shall be extended for an additional six (6) months from the date of repair or replacement.

The Executive Director shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

If the Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the Authority shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair, and correction, including compensation for additional professional services, shall be paid by the Contractor.

With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

Obtain all warranties that would be given in normal commercial practice;

Require all warranties to be executed, in writing, for the benefit of the Authority, if directed by the Executive Director; and

Enforce all warranties for the benefit of the Authority, if directed by the Executive Director.

In the event the Contractor's warranty has expired, the Authority may bring suit at Authority's expense to enforce a Subcontractor's, manufacturer's or supplier's warranty.

Unless a defect is caused by the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Authority, nor for the repair of any damage that results from any defect in Authority-furnished material or design.

This warranty shall not limit the Authority's rights under other section of the Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.

The terms of this provision do not relieve the Contractor of any legal liability for defects discovered after one (1) year from the date of occupancy. The obligations imposed by this Section shall survive termination of the Contract.

EXHIBIT B

CONTRACT NO. LA-RICS 025

Amended and Restated under Amendment No.1

SCHEDULE OF PRICES

Pursuant to this Exhibit B (Schedule of Prices) and Section 5 (Contract Sum) of the Contract and for the work described in Exhibit A (Scope of Work) of the Contract, Contractor will submit an invoice for services performed based on the amounts inclusive of materials, labor, permits, equipment, taxes, shipping, insurance, any and all fees, travel (including, but is not limited to, transportation, lodging, meals, transfer, etc.), and quantities set forth in Line Items Nos. 1 - 9 in the respective Price Schedule Tables detailed in this Exhibit B (Schedule of Prices).

PRICE SCHEDULE TABLES

GENWATCH UNIFIED EVENT MANAGER (UEM) ENHANCEMENT SERVICES					
Item	Description	MSI Part No.	Qty.	Price	Total
1.	UEM Enhancement to the LA-RICS existing Single Zone with Dynamic System Resilience (DSR) ASTRO P25 GenWatch System	GG-TT05630AA	1	\$31,625	\$31,625
2.	One (1) GZ-UEM NBI connection to the DSR zone system	GG-TT05678AA	1	\$15,813	\$15,813
3.	Installation and Training	GG-INST	1	\$8,926	\$8,926
SUBTOTAL:					\$56,364

GENWATCH LOCATION SERVICES – IMW ARCHIVING, REPORTING AND LIVE DISPLAY					
Item	Description	MSI Part No.	Qty.	Price	Total
4.	GenWatch Location Services – IMW Archiving, Reporting and Live Display	GG-TT05629AA	1	\$43,700	\$43,700
5.	GenWatch Location Services – IMW Archiving, Reporting and Live Display - Additional zones or DSR	GG-TT06090AA	1	\$21,850	\$21,850
6.	Installation and Training	N/A	N/A	\$11,855	\$11,855
SUBTOTAL:					\$77,405

GENESIS INTERFACE TO THE ASTRO 25-CADI (INCLUDED VIA AMENDMENT NO. 1)					
Item	Description	MSI Part No.	Qty.	Price	Total
7.	Genesis Interface to ASTRO 25-CADI	GG-TT05878AA	1	\$30,993	\$30,993
8.	Genesis Interface to ASTRO 25-CADI, Additional Client Connections	GG-TT05879AA	1	\$4,428	\$4,428
9.	Installation and Training	N/A	N/A	\$1,800	\$1,800
SUBTOTAL:					\$37,221

SCHEDULE OF PRICES SUMMARY TABLE

SCHEDULE OF PRICES SUMMARY		
Item	Description	Total
1.	GenWatch Unified Event Manager (UEM) Enhancement Services (Line Item Nos. 1-3)	\$56,364
2.	GenWatch Location Services – IMW Archiving, Reporting, and Live Display (Line Item Nos. 4-6)	\$77,405
3.	Genesis Interface to ASTRO 25-CADI (Line Item Nos. 7-9)	\$37,221
TOTAL CONTRACT AMOUNT		\$170,990



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

November 06, 2025

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

Dear Directors:

ACCEPT 2024 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2024 State Homeland Security Grant Program (SHSGP) funds.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Accept \$1,120,000 in grant funds from the Fiscal Year 2024 SHSGP as distributed through the California Office of Emergency Services (CalOES); and,
2. Authorize the Executive Director to execute the 2024 SHSGP Sub-recipient Agreement between the County of Los Angeles and the Authority substantially similar in form to Enclosure.
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 SHSGP 2024 grant

include the Land Mobile Radio sub-system completion acceptance work withhold retention.

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 County of Los Angeles as well as any amendments such as extension in the performance period that do not result in a fiscal impact.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2024***

Between the

County of Los Angeles

and the

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

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 - Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2024 SHSP, Federal Award Identification No. 037-00000, Federal Award dated October 28, 2024 with a performance period of September 1, 2024 to May 31, 2027. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2024 SHSP grant from Cal OES in the total amount of \$8,300,952; and

WHEREAS, the CEO now wishes to distribute 2024 SHSP grant funds to the Subrecipient in the amount of \$1,120,000, as further detailed in this Agreement; and

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

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 15, 2025 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Los Angeles Regional Interoperable Communications System, a public agency, having its principal office at 2525 Corporate Place, Suite 200, Monterey Park, CA 91754.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

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

Craig Hirakawa
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1127
CHirakawa@ceo.lacounty.gov

Ana Vazquez
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1178
AVazquez@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	Scott Edson Executive Director
Organizational UEI #:	K2MKK44NT2Q8
Address:	2525 Corporate Place, Suite 200
City/State/Zip:	Monterey Park, CA 91754
Phone:	(323) 881-8281
Email:	Scott.Edson@la-rics.org

With a copy to:

Name and Title:	Ronald Watson Deputy Executive Director
Organization:	LA-RICS
Address:	2525 Corporate Place, Suite 200
City/State/Zip:	Monterey Park, CA 91754
Phone:	(323) 881-9296
Email:	Ronald.Watson@la-rics.org

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and

will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

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

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2024 to February 28, 2027, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2024 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

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

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

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/search/> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's

report(s). In the event the Subrecipient does not meet the Single Audit Threshold expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2024 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2024 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of this Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$1,120,00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2024 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

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

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

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in

§301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

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

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion,

national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition.

Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

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

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2.

To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

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

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

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

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

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

8. Labor

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

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

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

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

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human

subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93- 523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Granter agency of the receipt of any communication from the Director of the EPA Office of Federal

Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

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

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

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

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

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

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

Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out- of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Granter for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2024 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

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

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts,

including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (27) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT
Chief Executive Officer
Date _____

BY _____
EDWARD YEN
Executive Officer, Board of Supervisors

BY _____
OSCAR VALDEZ
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

BY _____
Deputy County Counsel

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

BY _____
LA-RICS Representative/Title (Signature) Scott Edson, Executive Director (Print Name) Date _____

APPROVED AS TO FORM

BY _____
LA-RICS Attorney (Signature – If Needed) Truc L. Moore (Print Name) Date _____

ATTEST

BY _____
City Clerk (Signature – If Needed) (Print Name) Date _____

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2024 Notice of Funding Opportunity & 2024 Cal OES Supplemental to Federal Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

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

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

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

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the _____
(your agency)
accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [Section 8355(a) of the Government Code]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The _____ (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. *[Section 8355(b)(1)]*

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees.
[Section 8355(a)]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [Section 8356(a)(1)(2)]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [Section 8355(b)(4)]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the _____ (your agency) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [Section 8355(c)]

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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

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

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

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

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

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

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

1. Proof of Authority

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

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

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- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

[Civil Rights Policies for Program Beneficiaries and Subrecipients](#) of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

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6. Drug-Free Workplace

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

7. Environmental Standards

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

- (a) The 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) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) The 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);

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

For subrecipients expending \$1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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

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

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) 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.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

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

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

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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

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

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

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

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



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: Los Angeles Regional Interoperable Communications Systems (LA-RICS)

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Scott Edson

Title: Executive Director Date: _____



October 28, 2024

Fesia A. Davenport **DELIVERED VIA E-MAIL:** HSGA-CalOESGrantNotifications@ceo.lacounty.gov
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION

Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)
Grant Subaward Period of Performance: 09/01/2024-05/31/2027

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of \$8,300,952.

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, reporting requirements, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR will be used as indicators of project feasibility, performance, and grant management capacity.

This information may also be used in assessing proposals in future grant opportunities. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for



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

www.CalOES.ca.gov

AGENDA ITEM J - ENCLOSURE

Fesia A. Davenport
October 28, 2024
Page 2 of 2

activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the [Grants Central System \(GCS\) webpage](#) to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,



NANCY WARD
Director

Fesia Davenport
Fesia Davenport (Nov 6, 2024 11:40 PST)

Fesia A. Davenport
Los Angeles County

Date

AGENDA ITEM J - ENCLOSURE

PROJECT LEDGER

LA-RICS
FY 2024 State Homeland Security Program (SHSP) Projects
Cal OES ID: 037-00000
Grant #: 2024-0088

Ledger Type	Initial Application
Date	3/12/2025
Request #	0
POP Start Date	9/1/2024
POP End Date	5/31/2027

IJ	State Goals	Direct / Subaward	Project Number	Project Title	Funding Source	Discipline	Solution Area	Core Capability	Capability Building	Deployable / Shareable	Supports Previous Awarded Investment?	Total Budgeted Cost
IJ.06	Goal #4	Subaward	055	LE LA-RICS Emergency Communications	HSGP-SHSP	LE	Planning	Operational Coordination	Build	Sharable	FY22; IJ#6	\$ 1,120,000
Total												\$ 1,120,000

PLANNING

LA-RICS
FY 2024 State Homeland Security Program (SHSP) Projects
Cal OES ID: 037-00000
Grant #: 2024-0088

Ledger Type	Initial Application
Date	3/12/2025
Request #	0
POP Start Date	9/1/2024
POP End Date	5/31/2027

Project Number	Direct / Subaward	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over \$250K	Budgeted Cost
									\$ 1,120,000
55	Subaward	The deployment of the LA-RICS system comprised of four phases: design, construction, equipment deployment, and testing and optimization. All phases of the deployment have been completed. The vendor performed work related to final system acceptance of the Land Mobile Radio (LMR) network that consists of delivery of various closeout documents for Phase 2 and Phase 4 work, testing of coverage and various subsystems, and delivery of Base Warranty services for the LMR system. The LA-RICS Land Mobile Radio System provides day-to-day radio communications service for individual public safety agencies while enabling interoperability among its subscribers and surrounding first responder agencies, such as City of Los Angeles, Long Beach, Pasadena, and Glendale, as well as supports communications with regional, state and federal agencies during mass events, natural or man-made disasters, such as the recent Wildfires. The LA-RICS Land Mobile Radio System is made up of 58 telecommunications sites located throughout Los Angeles County including sites in the US Forest, the Santa Monica Mountains, Universal Studios, and Santa Catalina Island. The System is comprised of several subsystems designed to operate seamlessly with one another: Digital Trunked Voice Radio Subsystem (DTVRS) in both 700 Mhz. and UHF T-band spectrum bands; Analog Conventional Voice Radio Subsystem (ACVRS); Los Angeles Regional Tactical Communications Subsystem (LARTCS) which consists of Low-band, VHF, UHF, and 800 MHz state and federal interoperability channels; and Narrow Band Mobile Data Network (NMDN).	SHSP	LE	Develop and Enhance Plans, Protocols and Systems	Consultants	LA-RICS Land Mobile Radio System	Yes	\$ 1,120,000

**The U. S. Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2024 Homeland Security Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: <https://sam.gov/content/entity-registration>.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: <https://www.grants.gov/forms/forms-development/planned-uei-updates>

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A. Program Description**1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.067

3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2024 Homeland Security Grant Program (HSGP)

- State Homeland Security Grant Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number

DHS-24-GPD-067-00-98

6. Authorizing Authority for Program

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives, and Priorities**a. Overview**

The Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) is one of the three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, and respond to terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks.

In FY 2024, there are three components of the HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI)***: UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG)***: OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

Finally, for FY 2024, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists, who represent one of the most persistent threats to the nation¹. Therefore, for FY 2024, DHS has identified six priority areas (see Section A.10.b) related to the most serious threats to the nation, as well as required minimum funding allocations.

For a full list of SHSP and UASI recipients and a breakdown of OPSG funding by state for FY 2023, please refer to [Information Bulletin \(IB\) 490a](#).

b. Goals, Objectives, and Priorities

Goal: The HSGP will fund SLTT efforts and strengthen capabilities of SLTT governments to prevent, prepare for, protect against, and respond to terrorist attacks and other threats and hazards that pose the greatest risk to the security of the United States.

Objectives: HSGP provides resources that support eligible SLTT governments; high-density urban areas, and SLTT law enforcement along international land/water borders and travel corridors in meeting the following objectives:

- Build and sustain core capabilities, including Law Enforcement and Terrorism Prevention Activities and the National Priority Areas (see priorities below);

¹Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, June 2023.

- Address capability gaps identified in their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

SHSP and UASI Funding Priorities: Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2024, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2024, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, one of the priorities has a minimum spend requirement totaling 3% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 27% across the priorities. The following are the six priority areas for FY 2024, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

- 1) Enhancing the protection of soft targets/crowded places – no minimum percent
- 2) Enhancing information and intelligence sharing and analysis – no minimum percent
- 3) Combating domestic violent extremism – no minimum percent
- 4) Enhancing cybersecurity – no minimum percent
- 5) Enhancing community preparedness and resilience – no minimum percent
- 6) Enhancing election security – 3%

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30%) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area (as applicable) and overall 30% of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability gaps) identified through their THIRA/SPR process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning²;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

The table below provides a breakdown of the FY 2024 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. More information on allowable investments can be found in the Section D.13 “Funding Restrictions and Allowable Costs” below and in the [Preparedness Grants Manual](#) (FM-207-23-001). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

FY 2024 SHSP and UASI Funding Priorities

All priorities in this table concern the Safety and Security Lifelines.

Priority Areas	Core Capabilities	Example Project Types
National Priorities		
Enhancing Cybersecurity	• Cybersecurity • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Screening, search, and detection • Access control and identity verification • Supply chain integrity and security • Risk management for protection programs and activities • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational communications	• Cybersecurity risk assessments • Migrating online services to the “.gov” internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1) ○ Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals) • Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places	• Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption	• Operational overtime. For more information on operational overtime, see Section D of this NOFO. • Physical security enhancements ○ Security cameras (closed-circuit television [CCTV]) ○ Security screening equipment for people and baggage

²Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

Priority Areas	Core Capabilities	Example Project Types
	• Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	◦ Lighting ◦ Access controls ◦ Fencing, gates, barriers, etc. • Unmanned Aircraft Systems and detection technologies
Enhancing information and intelligence sharing and analysis	• Intelligence and information sharing • Interdiction and disruption • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Fusion Center projects • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Intelligence analysis training and planning • Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
Combating Domestic Violent Extremism	• Interdiction and disruption • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open-source analysis • Development, implementation, and execution of threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence • Training, awareness, and outreach programs to help identify and prevent radicalization, and report potential instances of terrorism and targeted violence
Enhancing Community Preparedness and Resilience	• Planning • Public Information and Warning • Community Resilience • Risk Management for Protection Programs and Activities • Mass Care Services • Intelligence and Information Sharing • Risk and Disaster Resilience Assessment • Long Term Vulnerability Reduction	• Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment, and training aides ◦ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity • Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations, such as homeless shelters, food pantries, nonprofit medical providers, and senior care facilities to bolster their resilience • Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans

Priority Areas	Core Capabilities	Example Project Types
		• Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households • Execute You are the Help Until the Help Arrives workshops in concert with community-based organizations to bolster individual preparedness • Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help • Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children • Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience • Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations, etc.) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience • Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions
Enhancing Election Security	• Cybersecurity • Intelligence and information sharing • Planning • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational coordination • Community resilience	• Physical security planning support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc. • General election security navigator support • Cyber navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection • Distributed Denial of Service protection • Migrating online services to the “.gov” internet domain • Online harassment and targeting prevention services • Public awareness/preparedness campaigns discussing election security and integrity measures
Enduring Needs		
Planning	• Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination	• Development of: ○ Security Risk Management Plans ○ Threat Mitigation Plans ○ Continuity of Operations Plans ○ Response Plans ○ Vulnerability Assessments

Priority Areas	Core Capabilities	Example Project Types
	Community resilience	- Assessments should consider the impacts of climate change on investments to close identified security gaps³ - Efforts to strengthen governance integration between/among regional partners - Joint training and planning with DHS officials and other entities designated by DHS - Cybersecurity training and planning - Revision of existing plans to strengthen community resilience in underserved communities
Training and Awareness	- Long-term vulnerability reduction - Public information and warning - Operational coordination - Situational assessment - Community resilience	- Active shooter training, including integrating the needs of persons with disabilities - Intelligence analyst training - SAR and terrorism indicators/behaviors training - Security training for employees - Public awareness/preparedness campaigns - Cybersecurity training and planning - Sharing and leveraging intelligence and information - Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations
Equipment and Capital Projects	- Long-term vulnerability reduction - Infrastructure systems - Operational communications - Interdiction and disruption - Screening, search and detection - Access control and identity verification - Physical protective measures	- Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments - Physical security enhancements - Security cameras (CCTV) - Security screening equipment for people and baggage - Lighting - Access Controls - Fencing, gates, barriers, etc. - Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities - Chemical/Biological/Radiological/Nuclear/Explosive detection, prevention, and response equipment
Exercises	- Long-term vulnerability reduction - Operational coordination - Operational communications - Community resilience	Response exercises, including exercise planning with community-based organizations

For FY 2024, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the National Priority Area with a minimum spend requirement (Enhancing Election Security). The investment must also account for at least the relevant minimum percentage (totaling 3%) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but

³ For more information on considering the impacts of climate change, please see [Executive Order 14008, Tackling the Climate Crisis at Home and Abroad](#) and [Executive Order 14030, Climate-Related Financial Risk](#)

are not required to do so. *As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.* However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support building capability and/or closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System tools and resources, can be found at [National Preparedness System | FEMA.gov](#). Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

OPSG Funding Priorities: The table below provides a breakdown of the FY 2024 OPSG funding priority, which remains focused on and unique to border security.

FY 2024 OPSG Funding Priority

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	Intelligence and information sharing	Safety and Security	- Participation in the DHS/ICE 287(g) training program - Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities - Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation - Identification, assessment, and reporting of threats of violence - Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

For FY 2024, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan

Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the HSGP supports the goal to Strengthen National Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve

equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
 - Number of arrests that resulted from OPSG contacts
 - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding for the NOFO: \$1,008,000,000

HSGP Programs	FY 2024 Allocation
SHSP	\$373,500,000
UASI	\$553,500,000
OPSG	\$81,000,000
Total	\$1,008,000,000

SHSP Allocations

For FY 2024, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. ***THIRA/SPR results do not impact grant allocations or awards.***

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35% of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08% of the total funds allocated for grants under Sections 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). ***All projects related to the minimum spend for the National Priority Area must be included in the IJ.*** For this National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment **must equal or exceed 3%**, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total SHSP allocation.

FY 2024 SHSP Allocations

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Alabama	\$4,362,750	Montana	\$4,362,750
Alaska	\$4,362,750	Nebraska	\$4,362,750
American Samoa	\$997,200	Nevada	\$4,362,750
Arizona	\$4,362,750	New Hampshire	\$4,362,750
Arkansas	\$4,362,750	New Jersey	\$6,367,357
California	\$51,332,060	New Mexico	\$4,362,750
Colorado	\$4,362,750	New York	\$61,229,940
Connecticut	\$4,362,750	North Carolina	\$4,576,849
Delaware	\$4,362,750	North Dakota	\$4,362,750
District of Columbia	\$4,576,849	Northern Mariana Islands	\$997,200
Florida	\$8,409,514	Ohio	\$5,571,852
Georgia	\$4,759,790	Oklahoma	\$4,362,750
Guam	\$997,200	Oregon	\$4,362,750
Hawaii	\$4,362,750	Pennsylvania	\$7,322,627
Idaho	\$4,362,750	Puerto Rico	\$4,362,750
Illinois	\$12,505,419	Rhode Island	\$4,362,750
Indiana	\$4,362,750	South Carolina	\$4,362,750
Iowa	\$4,362,750	South Dakota	\$4,362,750
Kansas	\$4,362,750	Tennessee	\$4,362,750
Kentucky	\$4,362,750	Texas	\$16,389,406
Louisiana	\$4,362,750	U.S. Virgin Islands	\$997,200
Maine	\$4,362,750	Utah	\$4,362,750
Maryland	\$6,367,357	Vermont	\$4,362,750
Massachusetts	\$5,571,852	Virginia	\$7,322,627
Michigan	\$4,576,849	Washington	\$5,571,852
Minnesota	\$4,362,750	West Virginia	\$4,362,750
Mississippi	\$4,362,750	Wisconsin	\$4,362,750
Missouri	\$4,362,750	Wyoming	\$4,362,750
Total			\$373,500,000

UASI Allocations

Eligible candidates for the FY 2024 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSA) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at [Metropolitan and Micropolitan \(census.gov\)](https://www.census.gov). **THIRA/SPR results do not impact grant allocations or awards.**

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatically updating core-based statistical areas, which are used to delineate MSAs, for grantmaking. The MAPS Act requires that FEMA issue notice-and-comment rulemaking to make any changes. Should changes be necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). **All projects related to the minimum spend for the National Priority Area must be included in the IJ.** For the National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment **must equal or exceed 3%**, calculated as a percentage of the urban area's UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total UASI allocation.

FY 2024 UASI Allocations

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Arizona	Phoenix Area	\$4,712,190
California	Anaheim/Santa Ana Area	\$4,712,190
	Bay Area	\$32,754,895
	Los Angeles/Long Beach Area	\$59,395,378
	Riverside Area	\$3,500,484
	Sacramento Area	\$3,410,728
	San Diego Area	\$14,760,877
Colorado	Denver Area	\$3,500,484
District of Columbia	National Capital Region	\$45,201,207
Florida	Jacksonville Area	\$1,346,340
	Miami/Fort Lauderdale Area	\$13,040,425
	Orlando Area	\$3,410,728
	Tampa Area	\$3,410,728
Georgia	Atlanta Area	\$6,911,212

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Hawaii	Honolulu Area	\$1,346,340
Illinois	Chicago Area	\$59,395,378
Indiana	Indianapolis Area	\$1,476,785
Louisiana	New Orleans Area	\$1,476,785
Maryland	Baltimore Area	\$3,410,728
Massachusetts	Boston Area	\$14,941,233
Michigan	Detroit Area	\$4,712,190
Minnesota	Twin Cities Area	\$4,712,190
Missouri	Kansas City Area	\$1,476,785
	St. Louis Area	\$3,410,728
Nevada	Las Vegas Area	\$4,712,190
New Jersey	Jersey City/Newark Area	\$16,722,687
New York	New York City Area	\$156,131,176
North Carolina	Charlotte Area	\$3,410,728
Ohio	Cincinnati Area	\$1,476,785
	Cleveland Area	\$1,476,785
	Columbus Area	\$1,346,340
Oregon	Portland Area	\$3,410,728
Pennsylvania	Philadelphia Area	\$14,941,233
	Pittsburgh Area	\$1,476,785
Tennessee	Nashville Area	\$1,346,340
Texas	Austin Area	\$1,500,000
	Dallas/Fort Worth/Arlington Area	\$14,941,233
	Houston Area	\$21,748,776
	San Antonio Area	\$3,410,728
Virginia	Hampton Roads Area	\$3,410,728
Washington	Seattle Area	\$5,609,750
Total		\$553,500,000

OPSG Allocations

For FY 2024, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2024 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the

state's application as described in Section D, below. ***The THIRA/SPR process is not required for OPSG.***

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards 56
3. Period of Performance: 36 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to the [Preparedness Grants Manual](#).

4. Projected Period of Performance Start Date(s): 09/01/2024
5. Projected Period of Performance End Date(s): 08/31/2027

6. Projected Budget Period(s)

There will be only a single budget period with the same start and end dates as the period of performance.

7. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the

Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

2. Applicant Eligibility Criteria

The SAA is the only eligible applicant.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the **Authorized Organization Representative (AOR)** must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Subawards and Beneficiaries

a. Subaward Allowability

Subawards are allowed under the HSGP. The recipient (the SAA) is awarded, and then any funds passed through to other state or local entities (subrecipients) are considered subawards.

b. Subrecipient Eligibility

Eligible high-risk urban areas for the FY 2024 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

For 2024, each SAA is **strongly encouraged** to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes.

In FY 2024, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2024, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

c. *Other Subaward Information*

Please see the following sections for additional information on requirements or restrictions related to subawards/subrecipients:

- Section D.4 “Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management”;
- Section D.10.b “Program-Specific Required Forms and Information”;
- Section D.13 “Funding Restrictions and Allowable Costs”;
- Section F.2 “Pass-Through Requirements”;
- Section F.3.b “Ensuring the Protection of Civil Rights”;
- Section F.5 “Monitoring and Oversight”;
- Section G.1.f “Environmental Planning and Historic Preservation”;
- Section H.1 “Terminations Provisions”;
- Section H.2 “Program Evaluation”; and
- Section H.3 “Financial Assistance Programs for Infrastructure.”

Additionally, please see the [Preparedness Grants Manual](#) for further information on requirements or restrictions related to subawards/subrecipients.

d. *Beneficiaries or Participants*

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

4. Other Eligibility Criteria/Restrictions

a. *National Incident Management System (NIMS) Implementation*

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS). The list of objectives used for progress and achievement reporting is on FEMA’s website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

b. *Emergency Management Assistance Compact (EMAC) Membership*

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of the EMAC, except for the American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to the EMAC at this time. All assets supported in part or entirely with FY 2024 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. *Law Enforcement Terrorism Prevention Activities (LETPA)*

Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2024, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. [Information Bulletin \(IB\) 485](#) includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments [IB 473](#). Both IBs are applicable to the FY 2024 HSGP NOFO. More information on allowable investments can also be found in the Allowable Costs Matrix section below.

The [National Prevention Framework](#) describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and

high-profile events. More information about operational overtime costs can be found in Section D.13 “Funding Restrictions and Allowable Costs” below.

5. Cost Share or Match

There is no cost share or match requirements for the FY 2024 HSGP.

D. Application and Submission Information

1. Key Dates and Times

- a. *Application Start Date:* **04/16/2024**
- b. *Application Submission Deadline:* **06/24/2024 at 5 p.m. ET**

All applications **must** be received by the established deadline.

FEMA’s Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

- c. *Anticipated Funding Selection Date:* No later than August 23, 2024
- d. *Anticipated Award Date:* No later than September 30, 2024

e. Other Key Dates:

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management ([SAM.gov](https://sam.gov))

Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

- Be registered in Sam.Gov before application submission.
- Provide a valid UEI in its application.
- Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM.

Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to

ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](https://www.login.gov);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://sam.gov)

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting:

<https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. Register with SAM:

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to <https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm>

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family>. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
 - **For construction under an award, submit SF-424C, Budget Information (Construction),** in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction),** in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in [FEMA GO](#):

- Investment Justification (SHSP and UASI)
- Concept of Operations (OPSG)
- Operations Orders (OPSG)
- Detailed Budgets

I. **IJ DEVELOPMENT: SHSP AND UASI**

As part of the FY 2024 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2024 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for the one National Priority Area with a minimum spend requirement (Enhancing Election Security) identified in this NOFO. This IJ must also meet or exceed the minimum percent spend requirement based on the

applicant's SHSP and UASI allocation stated in this NOFO. ***All projects associated with the minimum spend of a National Priority Area must be submitted in the same IJ.*** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include IJs that (1) meet the minimum spend requirement for the Enhancing Election Security priority area and (2) meet the overall 30% spending requirement across the National Priority Areas will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- i. Support terrorism preparedness; and
- ii. Support building capability and/or closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- i. Prevent a threatened or an actual act of terrorism;
- ii. Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- iii. Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- iv. Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategic Implementation Report (BSIR) due by January 30, 2025. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2024 BSIR due January 30, 2025. DHS/FEMA will not reduce FY 2024 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP AND UASI

- i. Applicants must propose at least two (2) and may include up to 12 investments.
- ii. Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- iii. Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- iv. All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
 - Project name;
 - Project description;
 - Subrecipient name, if applicable;
 - Recipient type (e.g., state or local);
 - Project location (zip code of the primary location of the project);
 - Primary core capability the project supports;
 - Whether the project activities are shareable and deployable; and
 - Which National Priority Area (if any) the project supports.
- v. Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- vi. FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. NATIONAL PRIORITY AREA INVESTMENTS: SHSP AND UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

Soft Targets/Crowded Places (no minimum percent)

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities. Additionally, it is important that personnel responding to incidents at these locations are trained on key operational systems, such as ICS, to ensure proper

command, control, and coordination of on-scene incident management.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

While not required, applicants are encouraged to submit an investment related to protecting soft targets/crowded places. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

Information and Intelligence Sharing (no minimum percent)

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

While there is no minimum spend for this National Priority Area, applicants are required to include at least one dedicated fusion center project under this priority area. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

Domestic Violent Extremism (no minimum percent)

As stated in the [Homeland Threat Assessment 2024](#), terrorism, including domestic violent extremism, remains a top threat to the Homeland. Domestic violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States.

While not required, applicants are encouraged to submit an investment related to combatting the rise, influence, and spread of domestic violent extremism. Investments under this priority may include the development, implementation, and execution of prevention-focused program and initiatives, such as threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](#).

Cybersecurity (no minimum percent)

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients of FY 2024 HSGP grant awards who do not accept the funding allocated to them through the

FY 2024 State and Local Cybersecurity Grant Program (SLCGP) will be required to complete the 2024 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. Completion of the NCSR is optional for all other recipients of FY 2024 HSGP funding. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2024 NCSR is estimated to be open from October 2024 through February 2025.

The NCSR is an annual requirement for recipients of SLCGP grant awards (and for those HSGP recipients who do not accept their allocated SLCGP funding) and is taken once for each fiscal year award.

Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the [Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA](#), and the [National Institute of Standards and Technology](#).

Community Preparedness and Resilience (no minimum percent)

Community organizations are the backbones of American civic life, both during “blue skies” and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community’s resilience. According to FEMA’s [2023 National Household Survey](#), only 57% of adults have taken at least three preparedness actions to bolster individual and household resilience. . In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial

treatment of all individuals before, during, and after a disaster, consistent with applicable law.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

While not required, applicants are encouraged to submit an investment related to addressing community preparedness and resilience. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](#).

Election Security (3%)

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Additionally, the [Homeland Threat Assessment 2024](#) indicates that electoral processes remain an attractive target for many adversaries.

Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, at least one (1) investment must be in support of the state's and high-risk urban area's efforts to enhance physical election security and/or cyber election security. Additionally, the proposed investment must meet or exceed the FY 2024 national priority percentage for election security and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

The SAA **must** coordinate with the State’s Chief Election Official for all projects and matters related to the election security National Priority Area. ***Any activities proposed that could be used to suppress voter registration or turnout will not be approved.***

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

IV. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

Each applicant must identify a fusion center project that will:

- i. Indicate alignment to a designated Fusion Center; and
- ii. Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- i. *Salaries, benefits, and training for X number of Fusion Center intelligence analysts; and*
- ii. *Travel costs associated with fusion center analyst training.*

This project will directly sustain the Center’s current capabilities and performance and directly aligns with performance measures 2024.XXX.

We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

<i>Solution Area and Amount of Proposed Funding</i>		<i>Percent of Proposed Funding</i>
<i>Planning:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Organization:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Equipment:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Training:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Exercises:</i>	<i>\$0</i>	<i>0%</i>

<i>Solution Area and Amount of Proposed Funding</i>	<i>Percent of Proposed Funding</i>
Total: \$420,000	100%

V. COMPLETING IJS IN THE FEMA GO: SHSP AND UASI

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into FEMA GO.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area.

VI. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2024 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO. OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

Information and Intelligence Sharing and Cooperation

Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors

to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

VII. DEVELOPMENT OF OPERATIONS ORDERS FOR OPSG

Operations Order Template Instructions

To access the OPSG Operations Order Template:

- i. Find the Homeland Security Grant Program posting via the search function on [Grants.gov](#);
- ii. Select the Related Documents tab on the posting; and
- iii. Click on the OPSG Operations Order Template and fill out all sections of the template.

Executive Summary Overview

Operations order executive summary must:

- i. Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
- ii. Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

Budget Requirements Overview

Operations Order Detailed Annual Budget must:

- i. Explain how costs and expenses were estimated; and
- ii. Provide a narrative justification for costs and expenses. Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

Submission Requirements

Operations Orders must meet the following submission requirements:

- i. Must be submitted as an Adobe PDF document;
- ii. All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
- iii. Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/FRAGO.
- iv. Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

VIII. DETAILED BUDGET

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the [Grants.gov](https://www.grants.gov) posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

a. *Fusion Center Investments*

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).

b. *Emergency Communications Investments*

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC)

and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

See the [Preparedness Grants Manual](#) for information on prohibitions on expending FEMA award funds for covered telecommunications equipment or services.

b. *Pre-Award Costs*

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out

of pre-award costs from the post-award costs, and a justification for approval.

c. *Management and Administration (M&A) Costs*

M&A costs are allowed by the 2024 DHS Appropriations Act. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. Other M&A cost examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its election security investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing election security National Priority Area.

While the SAA may retain up to 5% of HSGP funds awarded for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP, UASI, and OPSG funds passed through to subrecipients must be based on the state's total HSGP award prior to withholding any M&A. The maximum amount of M&A the SAAs may retain is calculated based on the total amount received under all HSGP awards. For example, if the award were as follows:

SHSP: \$500,000
OPSG: \$200,000
UASI: \$300,000
Total HSGP Award: \$1,000,000

The maximum M&A the SAA is authorized for use of the total HSGP award would be \$50,000. ($\$1,000,000 \times 5\% = \$50,000$). **For OPSG subawards, the SAA must ensure that subrecipients receive 100% of their respective OPSG allocation amounts.** In the above example, the SAA could not retain any amount of the OPSG award, including amounts for M&A, and would be required to ensure that the full \$200,000 of that OPSG award was received by the subrecipients.

Because the OPSG allocation is a component of the SHSP award, SAAs may retain 5% of the total SHSP award (SHSP + OPSG awards) for M&A and may use this amount to cover the costs of M&A that are directly allocable to both OPSG and SHSP. In the above example, the total amount of the SHSP and OPSG award is \$700,000; therefore, the SAA may retain \$35,000, which represents up to 5% of the \$700,000. This represents \$500,000 of the SHSP award for M&A while ensuring that the full amount of the OPSG award is distributed to the appropriate subrecipients.

HSGP recipients are also reminded that any M&A deducted by the SAA from the UASI grant program award must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to an OPSG or SHSP award.

Specific for OPSG, subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

M&A charged to OPSG, SHSP, or UASI funding must be used to support that particular program.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2

C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the [Preparedness Grants Manual](#).

e. *Funds Transfer Restrictions*

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

f. *Evaluation Costs*

Evaluation costs are allowable. See Section H.2 “Program Evaluation” for more details.

g. *Allowable Cost Matrix for SHSP, UASI, and OPSG*

The following matrix lists allowable cost activities across cost categories described above and below. The [Preparedness Grants Manual](#) includes additional information on allowable costs. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area’s core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate FEMA Headquarters (HQ) Preparedness Officer.

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y	N
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y	N
Allowable Organizational Activities			
Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y	N
Cost of migrating online services to the “.gov” domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Critical emergency supplies	Y	Y	N
General use vehicle acquisition, lease, and rental	N	N	Y
Specialized vehicle acquisition, lease, and rental	Y	Y	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y	N
Preparedness training for community preparedness initiatives and programs	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y	N
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y	N

h. SHSP and UASI Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

I. PLANNING

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in [Comprehensive Preparedness Guide \(CPG\) 101 v3](#).

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the [Infrastructure Resilience Planning Framework](#) and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

II. ORGANIZATION

Organization costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification (IJ) submission. Organizational activities include:

- i. Program management;
- ii. Development of whole community partnerships, through groups such as Citizen Corp Councils;
- iii. Structures and mechanisms for information sharing between the public and private sector;
- iv. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
- v. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- vi. Operational Support;
- vii. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- viii. Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- ix. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- x. All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the State Administrative Agency (SAA) and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
- xi. Migrating online services to the “.gov” internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide Interoperability Coordinators (SWICs).

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

- i. Documentation explaining why the cap should be waived;
- ii. Conditions under which the request is being submitted; and
- iii. A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Please see [IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 \(Public L. No. 110-412 – the PRICE Act\)](#), dated October 30, 2019, for additional information on the waiver request process.

III. EQUIPMENT

Equipment costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the [Authorized Equipment List](#) (AEL). Some

equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECON Guidance on Emergency Communications Grants \(SAFECON Guidance\) recommendations](#). Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's POP for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the [National Emergency Medical Services Information System](#).

Recipients are reminded that school hardening is an eligible activity under SHSP and UASI. School hardening measures include but are not limited to:

- i. Bullet resistant doors and glass;
- ii. Hinge-locking mechanisms;
- iii. Immediate notification to emergency 911 systems;
- iv. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;

- v. Installation of distraction devices or other countermeasures administered by law enforcement; and
- vi. Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP and UASI funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Small Unmanned Aircraft Systems (sUAS) and critical emergency supply costs are allowable under this program. See the [Preparedness Grants Manual](#) for more information.

General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC⁴ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁵ engaged in homeland security program activity.

Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

⁴Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

⁵This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.⁶

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#).

All proposed construction and renovation activities must undergo an

⁶ FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the [Preparedness Grants Manual](#) for more information.

IV. TRAINING AND EXERCISES

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in an IPP and addressed in the state or high-risk urban area training cycle. Emergency preparedness training related to those training gaps, including related to under-represented, diverse populations that may be more impacted by disasters, is allowable. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instructional design.

Law Enforcement Readiness

SHSP or UASI grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP or UASI subrecipients with agreements under section 287(g) of the *Immigration and Nationality Act* (INA) (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis.

V. MAINTENANCE AND SUSTAINMENT

Maintenance and sustainment related costs are allowed under this program only as described in the [Preparedness Grants Manual](#).

VI. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under SHSP and UASI.

VII. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All recipients and subrecipients of HSGP funds, including SHSP and UASI allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

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

occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

Authorized Operational Overtime Categories

	Category	Description
1	National Terrorism Advisory System (NTAS)	Security measures in response to an increase in the threat level under the NTAS to an “elevated” or “imminent” alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs , remains applicable; therefore, advance authorization from FEMA is not required. Refer to National Terrorism Advisory System Homeland Security (dhs.gov) for additional information on the NTAS.
2	National Security Special Event (NSSE)	Security measures for a <u>designated</u> NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events	Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below: • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. • SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.

	Category	Description
4	States of Emergency	Declarations of states of emergency by the Governor <u>associated with a terrorism-related threat or incident</u> . This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.
5	National Critical Infrastructure Prioritization Program (NCIPP)	Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP <u>based on a terrorism-related threat</u> to critical infrastructure.
6	Directed Transit Patrols	Targeted security patrols in airports and major transit hubs <u>based on a terrorism-related threat</u> to transportation systems.
7	Other Related Personnel Overtime Costs	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.
8	Operational Support to a Federal Agency	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the <i>Maritime Transportation Security Act of 2002</i>), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

Administration of Operational Overtime Requests

- i. Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
- ii. All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
- iii. Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
- iv. Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
- v. States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the Urban Area Working Group (UAWG) and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and
- vi. FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

VIII. SECURE IDENTIFICATION

Secure identification costs are allowed under this program. SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

IX. MULTIPLE PURPOSE OR DUAL-USE OF FUNDS

Please see the [Preparedness Grants Manual](#) for information on multiple purpose of dual-use of funds under SHSP and UASI.

i. OPSG Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

I. PLANNING

Planning costs are allowed under this program only as described in this funding notice. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable planning activities for OPSG.

II. ORGANIZATION

Organization costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). See the Allowable Cost Matrix in Section D.13.g above for more information on allowable organizational activities for OPSG.

III. EQUIPMENT

Equipment costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the

property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

- i. **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: **"Purchased with DHS funds for Operation Stonegarden Use."**
- ii. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
- iii. **Vehicle and Equipment Acquisition, Including Leasing and Rentals.** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
- iv. **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

Requirements for Small Unmanned Aircraft Systems

Small Unmanned Aircraft Systems (sUAS) are allowable under the HSGP. See the [Preparedness Grants Manual](#) for more information.

General Purpose Equipment

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC⁷ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized

⁷Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

chemical/biological/radiological/nuclear/explosive (CBRNE) response;

- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁸ engaged in homeland security program activity.

Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.⁹

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other

⁸This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.

⁹ FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Construction and Renovation

OPSG funds may not be used for any construction.

IV. TRAINING AND EXERCISES

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#) (e.g., related to EHP compliance). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

Law Enforcement Readiness

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *INA* program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

V. MAINTENANCE AND SUSTAINMENT

Maintenance and sustainment related costs are allowed under this program only as described in the [Preparedness Grants Manual](#).

VI. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an

allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under OPSG.

VII. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), *Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)*.

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- i. Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
- ii. Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations;
- iii. The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
- iv. All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
- v. The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Intelligence Support

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

- i. Complete training to ensure baseline proficiency in intelligence analysis and production within six (6) months of being hired; and/or,
- ii. Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

VIII. REGIONAL BORDER PROJECTS

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- i. Communications equipment;
- ii. Radio systems and repeaters;
- iii. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
 - o Intelligence analysts.
- iv. Situational Awareness equipment:
 - o License Plate Reader Networks;
 - o Visual detection and surveillance systems;
 - o Sensor Systems;
 - o Radar Systems (for air and/or marine incursions); and
 - o Aircraft systems (manned or unmanned).

IX. TRANSPORTATION COSTS AND COSTS RELATED TO THE PROVISION OF ACUTE MEDICAL CARE

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

X. TEMPORARY OR TERM APPOINTMENTS

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

- i. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;
- ii. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
 - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
 - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- iii. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;
- iv. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
 - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
 - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
 - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- v. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and
- vi. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

j. *Unallowable Costs for SHSP, UASI, and OPSG*

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

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

I. UNALLOWABLE COSTS FOR OPSG ONLY

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to [IB 421b](#), or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

I. RISK METHODOLOGY

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, individuals inspired by terrorists abroad, and the assessment of vulnerabilities and potential consequences. DHS defines risk as: “potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences.” See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018). The FEMA risk methodology is focused on three elements:

- Threat:** the likelihood of an attack being attempted by an adversary;
- Vulnerability:** the likelihood that an attack is successful, given that it is attempted; and
- Consequence:** the effect of an event, incident, or occurrence.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see

Section B.1 of this NOFO, “Available Funding for the NOFO.”

II. APPLICATION EVALUATION CRITERIA

FEMA will evaluate the FY 2024 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal

awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *SHSP and UASI*

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2024 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of

the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process, and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30%) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of their December 2024 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2024 BSIR submission has been reviewed, projects related to the National Priority Areas deemed in alignment by DHS/FEMA, and the funding hold is removed by FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2024 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.

- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. OPSG

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see section D.10 above and the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2024 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2024 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#), as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the FEMA GO system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will start on the date the SAA accepted the award.

Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the FEMA GO system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the FEMA GO system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2024, while the period of performance dates for that award are September 1, 2024, through August 31, 2027. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2024 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2024 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. ***A letter of intent (or equivalent) to distribute funds is not considered sufficient.*** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. ***The Commonwealth of Puerto Rico is required to comply with the pass-through requirement,*** and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2024, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer. However, even if a written consent agreement is in place from previous fiscal years, ***the SAA must still initially carry out the pass-through documentation for its FY 2024 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2024 funding.***

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights

provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7 or other applicable regulations.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

See the [Preparedness Grants Manual](#) for information on EHP compliance.

d. *National Incident Management System (NIMS) Implementation*

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as ICS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. See the [Preparedness Grants Manual](#) for information about NIMS implementation.

e. *Emergency Communication Investments*

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [SAFECON Guidance](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to FEMA GO at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by

CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

f. *Mandatory Disclosures*

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.

5. Monitoring and Oversight

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact FEMA Grants News by phone at (800) 368-6498 or by email at fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *FEMA Grants News*

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

FEMA Regional Offices provide some fiscal support functions, including cash analysis and financial monitoring for this program. The FEMA Grant Programs Directorate, Office of Grants Administration, is responsible for financial and programmatic management of this program, and provides technical assistance, as needed or requested.

FEMA Regional Office contact information is available at:

<https://www.fema.gov/fema-regional-contacts>.

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

b. *FEMA Preparedness Toolkit*

The [FEMA Preparedness Toolkit \(PrepToolkit\)](#) provides access to the tools and resources needed to implement the National Preparedness System and provide a collaborative community space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their THIRA/SPR, and other required assessments using the tools on PrepToolkit. For assistance, contact support@preptoolkit.fema.dhs.gov.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information

- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Termination Provisions
- Whole Community Preparedness
- Report Issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Note that all information in this Section H.1 “Termination Provisions” is repeated in the [Preparedness Grants Manual](#).

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient’s material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO. See also the section on Actions to Address Noncompliance in the [Preparedness Grants Manual](#).

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it

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

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#). and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. *Definitions*

For BABAA specific definitions, please refer to the FEMA Buy America website at: ["Programs and Definitions: Build America, Buy America Act | FEMA.gov."](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

4. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. National Threat Evaluation and Reporting (NTER) Program Office

As the threat landscape continues to evolve, the DHS Office of Intelligence and Analysis (I&A) [National Threat Evaluation and Reporting \(NTER\) Program Office](#) empowers homeland security partners to adapt to new threats and prevent terrorism and targeted violence. NTER equips homeland security partners with tools and resources to identify, report, and mitigate threats of terrorism and targeted violence to keep the Homeland safe primarily through two lines of effort: the [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\)](#) and [Behavioral Threat Assessment Integration](#).

a. Behavioral Threat Assessment Integration

NTER assists federal, state, local, tribal, and territorial (F/SLTT) partners with integrating a behavioral approach to violence prevention into their processes for identifying and mitigating homeland security threats of targeted violence, regardless of motive. Through training, partner capacity building, and information sharing, NTER supports the identification and mitigation of threats. The Office fills a national gap by providing a framework for Behavioral Threat Assessment and Management (BTAM) as a best practice for targeted violence prevention.

- The [Master Trainer Program](#) certifies F/SLTT partners in the instruction of BTAM techniques and best practices. This instructor development and certification program prepares F/SLTT partners to engage their local communities and empowers homeland partners to help mitigate threats and aid in preventing acts of targeted violence.
- [Foundations of Targeted Violence Prevention eLearning](#): This one-hour eLearning empowers partners to recognize threats or potentially concerning behaviors; understand what behaviors may be displayed by a person who is on a pathway to violence; learn where to report information of concern; and understand how the information reported will be used to keep our communities safe.

b. Nationwide Suspicious Activity Reporting Initiative

The NSI is a joint collaborative effort by the U.S. Department of Homeland Security, the Federal Bureau of Investigation, and F/SLTT law enforcement partners. This initiative provides law enforcement with a tool to help prevent terrorism and other related criminal activity by establishing a national capacity for identifying, gathering, documenting, processing, analyzing, and sharing tips and leads. The NSI is a standardized process for identifying, reporting, and sharing suspicious activity in jurisdictions across the country.

- [SAR Standardized Technical Assistance Consultation Guide](#): This document provides an overview of the technical assistance and training services.

- [Online SAR Training for Law Enforcement and Hometown Security Partners:](#)
To increase the effectiveness of this multifaceted approach, the NSI has developed training programs for frontline officers and hometown security partners on how to report identified suspicious activity to the proper authorities while maintaining the protection of citizens' privacy, civil rights, and civil liberties.
- [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\) Fundamentals | Homeland Security \(dhs.gov\):](#) This one-hour training course provides an interactive overview of the NSI. It provides users an understanding of the evaluation process used to determine whether identified behavior adheres to the Information Sharing Environment Functional Standard criteria, in accordance with privacy, civil rights, and civil liberties protections.



***Cal* OES**

**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**

**Fiscal Year 2024
Homeland Security Grant Program**

***California Supplement to the
Federal Notice of Funding Opportunity***

December 2024

AGENDA ITEM J - ENCLOSURE

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**Federal Program
Announcement**

On April 16, 2024, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), [Notice of Funding Opportunity](#) (NOFO) and the FEMA [Preparedness Grants Manual](#).

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in [Title 2, Code of Federal Regulations \(C.F.R.\), Part 200](#).

**Information
Bulletins**

DHS issues [Information Bulletins](#) (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

**Grant
Management
Memoranda**

Cal OES issues [Grant Management Memoranda](#) (GMMs) which provide additional information and requirements regarding HSGP funds.

**Purpose of the
California
Supplement**

The FY 2024 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA [Preparedness Grants Manual](#). Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2023 and FY 2024 HSGP and highlight additional California policies and requirements applicable to FY 2024 HSGP.

**Eligible
Subrecipients**

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

Tribal Allocations The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Competitive Funding Opportunity (CFO) will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.

Subrecipient Allocations FY 2024 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.

Supplanting Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.

Public/Private Organizations Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.

Debarred/ Suspended Parties Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at [2 C.F.R. § 180.335](#).

**Debarred/
Suspended
Parties
Cont.**

The rule also applies to Subrecipients who pass through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at [2 C.F.R. § 180.335](#), immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

**Key Changes to
the FY 2024
HSGP**

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2024. The primary change for FY 2024 is that only the Enhancing Election Security NPA maintains a 3% minimum spend. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – NEW: no minimum spend;
- Enhancing the protection of soft targets/crowded places –NEW: no minimum spend;
- Enhancing cybersecurity – no minimum spend;
- Enhancing community preparedness and resilience – NEW: no minimum spend;
- Combating domestic violent extremism – NEW: no minimum spend ;
- Enhancing election security – 3% minimum.

**Key Changes to
the FY 2024
HSGP
Cont.**

Purchasing Under a FEMA Award: 2024 OMB Revisions:

The Office of Management and Budget (OMB) has updated parts of the OMB Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations. These updates will apply to FEMA awards with an award date on or after October 1, 2024.

Key changes include updates to the federal procurement standards at [2 C.F.R. §§ 200.317 – 200.327](#), which govern how FEMA award recipients and subrecipients must conduct purchases under a FEMA award.

FEMA will update its policy and guidance documents to incorporate these revisions, but for now, please refer to the [Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet](#) for more information.

Details on all the 2 C.F.R. revisions can be found on the [Federal Register's Guidance for Federal Financial Assistance webpage](#).

For more information on the federal procurement standards, visit [Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov](#).

Section 2 – Federal Changes and Initiatives | 2024

FY 2024 National Priorities

DHS/FEMA annually publishes the [National Preparedness Report](#) (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2024, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – no minimum;
- Enhancing the protection of soft targets/crowded places – no minimum;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – no minimum;
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – no minimum; and
- Enhancing election security – 3% minimum.

Subrecipients must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have flexibility on how that funding is allocated. Only the Enhancing Election Security NPA has a minimum spend requirement of 3%. The remaining 27% can be allocated across any of the NPAs.

Section 2 – Federal Changes and Initiatives | 2024

**FY 2024 National
Priorities Cont.**

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.
- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

Section 2 – Federal Changes and Initiatives | 2024

**FY 2024 National
Priorities Cont.**

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses NPs outlined in the FY 2024 NOFO. Further, projects will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.
- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each NP is included in the [FY 2024 HSGP NOFO \(Section A\)](#).

**National
Campaigns and
Programs**

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize [established best practices for whole community inclusion](#) and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. Additional information regarding community preparedness and resilience is available through [Individuals and Communities](#).

Section 2 – Federal Changes and Initiatives | 2024

**National
Campaigns and
Programs Cont.**

Active Shooter Preparedness – DHS developed a comprehensive [Active Shooter Preparedness website](#), which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering. For more information, please see DHS's [Hometown Security Program](#).

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the [Community Lifelines Implementation Toolkit website](#).

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

Section 2 – Federal Changes and Initiatives | 2024

**National
Campaigns and
Programs Cont.**

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

**National
Cybersecurity
Review**

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October 2024 and February 2025.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in [IB 439](#) and [429a](#).

**NIMS
Implementation**

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the [National Incident Management System](#) (NIMS).

Section 2 – Federal Changes and Initiatives | 2024

**Law Enforcement
Terrorism
Prevention
Activities**

At least 35% of the grant funding under SHSP and UASI must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). This required LETPA allocation can be from SHSP, UASI, or both and may be met by funding projects in any combination of the six NPAs and any other investments.

Allowable expenditures can be found in the authorizing legislation, [Preparedness Grants Manual](#), [Information Bulletin \(IB\) No. 473 Supplemental Guidance for LETPA Expenditures](#), the [National Prevention Framework](#), and [National Protection Framework](#).

For an activity to be counted towards the LETPA requirement, it must have a law enforcement terrorism prevention nexus. If an activity is listed in the authorizing legislation or can be directly tied to a capability in the National Prevention Framework or shared capability in the National Protection Framework, then it is presumed to have law enforcement nexus and be a LETPA. For all other claimed activities, nexus to law enforcement and terrorism prevention must be clearly explained.

Refer to [IB 485 - FY23 LETPA Supplemental Guidance](#) to the NOFO for further direction on how to account for LETPA activities, best practices for submitting LETPA investments, and information on how to distinguish LETPA from other activities .

**Management
and
Administration**

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2024 HSGP.

Indirect Costs

Indirect costs are allowable under the FY 2024 HSGP Grant Award.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

Section 2 – Federal Changes and Initiatives | 2024

**Indirect Costs
Cont.**

Indirect costs are in addition to the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

The FEMA Preparedness Grants Manual, published by FEMA, states that State and local governments are **not** permitted to use the de minimis rate. These costs are allowable only when an exception is granted to the SAA by FEMA per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b. Subrecipients should not include these costs in their future applications until further notice. If necessary, subrecipients may work with their Grants Analyst to modify their existing projects to remove these costs that were included in their advanced application.

**Organization
Costs – Overtime**

Operational overtime costs are allowable for increased security measures at critical infrastructure sites if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page 52 of the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), [Notice of Funding Opportunity](#), all operational overtime requests must clearly explain how the request meets the criteria of one or more of the listed Authorized Operational Overtime Categories.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented

Section 2 – Federal Changes and Initiatives | 2024

**Organization
Costs – Overtime
Cont.**

submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via [Allowability Request Log \(ARL\) Form](#) at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity.

All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.

Personnel Cap

Pursuant to [6 U.S.C. § 609\(b\)](#), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget **and** method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see [IB 421b](#) for more information on the waiver process.

Allowable HSGP equipment is listed on the [FEMA Authorized Equipment List](#) (AEL) website.

Section 2 – Federal Changes and Initiatives | 2024

**Equipment
Typing/
Identification
and Use**

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The [FEMA Resource Typing Library Tool \(RTLTL\)](#) can be used to help determine the type and capability.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the [FEMA Preparedness Grants Manual](#) for additional information.

Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.

**Equipment
Maintenance/
Sustainment**

Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

**Emergency
Communications
Projects**

All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.

**Telecom
Equipment and
Services
Prohibitions**

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216, 200.471](#), and Appendix II to 2 C.F.R. Part 200 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

Section 2 – Federal Changes and Initiatives | 2024

**Telecom
Equipment and
Services
Prohibitions Cont.**

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Additional guidance is available in [FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

**Prohibited and
Controlled
Equipment**

Effective May 25, 2022, [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), Section 12(a) of EO 14074 directs the Department of Homeland Security (DHS) to review its grant programs and, consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies (LEAs).

For all awards issued on or after January 1, 2023, the policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically

Section 2 – Federal Changes and Initiatives | 2024

Prohibited and Controlled Equipment Cont.

make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact your Grants Analyst to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on [FEMA Policy 207-22-0002](#).

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [FEMA Policy 207-22-0002](#) and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for [03OE-07-SUAS](#) details questions that must be included in the Aviation Request justification. Reference the [Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems](#) for additional information.

Subrecipients must submit Cal OES' UAS-Drone Request Form, Controlled Equipment Self-Certification Form and FEMA's Controlled Equipment Request Form for FEMA approval. Requests for drone/UAS accessories follow the same UAS process that requires FEMA review and approval.

FEMA approval is required before a SUAS can be purchased with HSGP grants funds.

Emergency Operations Plans

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the [Comprehensive Preparedness Guide 101 version 2.0](#).

Section 2 – Federal Changes and Initiatives | 2024

Conflict of Interest

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Grants Analyst, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

Build America, Buy America Act (BABAA)

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Section 2 – Federal Changes and Initiatives | 2024

**Build America,
Buy America Act
(BABAA) Cont.**

When necessary, Subrecipients may apply for a waiver from these requirements. Additional information regarding the BABAA can be found on FEMA's website under [Buy America Preference Buy America Preference](#).

Section 3 – State Changes and Initiatives | 2024

**FY 2024
Investments**

The State prioritized the following investment strategies for the FY 2024 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority);**
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority);**
3. Enhance Cybersecurity **(National Priority);**
4. Enhancing Community Preparedness and Resilience **(National Priority);**
5. Combating Domestic Violent Extremism **(National Priority);**
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

Section 3 – State Changes and Initiatives | 2024

**California
Homeland
Security Strategy
Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2024 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

**State Initiative
Funding**

For FY 2024, Cal OES shall retain 20% of the SHSP and 17.3% of the UASI funding for state initiatives.

“On Behalf Of”

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert and
Warning**

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Section 4 – Required State Application Components | 2024

**Financial
Management
Forms
Workbook**

The FY 2024 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

Authorized Body of 5 – Provide the contact information of Authorized Agents (AA), delegated via the Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, Grant Subaward Modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Tab – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Tab – Provides detailed information on grant-funded organizational activities.

Equipment Tab – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Tab – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The [Training Request Form](#) must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Tab – Provides detailed information on grant-funded exercises.

Section 4 – Required State Application Components | 2024

**Financial
Management
Forms
Workbook
Cont.**

M&A Tab – Provides information on grant-funded M&A activities.

Indirect Costs Tab – Provides information on indirect costs.

Consultant-Contractor Tab – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

**Subrecipient
Grants
Management
Assessment**

Per [2 C.F.R. § 200.332](#), Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The [Subrecipient Grants Management Assessment Form](#) contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

**Application
Attachments**

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the [FFATA Financial Disclosure Form](#) to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Section 4 – Required State Application Components | 2024

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit an electronic signed, copy of the [FY 2024 Standard Assurances](#) as part of their FY 2024 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Program Standard Assurances Addendum

The Program Standard Assurances Addendum specifies additional requirements that Subrecipients must meet. All Subrecipients must submit an electronic signed [Program Standard Assurances Addendum](#) as part of the FY 2024 HSGP application. The required Program Standard Assurances Addendum can be found only in PDF format on the Cal OES website.

Operational Areas and Urban Areas

Governing Body Resolution – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2024, FY 2025, FY 2026; and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information – For each person or position appointed by the governing body, identify the individual in the All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made

Section 4 – Required State Application Components | 2024

Operational Areas and Urban Areas Cont.

by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the GBR. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria are found in the FEMA [Preparedness Grants Manual](#).

Threat Hazard Identification and Risk Assessment – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

Section 4 – Required State Application Components | 2024

**Urban Areas
Only Cont.**

Stakeholder Preparedness Review – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

**Fusion
Centers Only**

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

**State
Agencies and
Tribes Only**

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Section 5 – State Application Process | 2024

Application Submission	Subrecipients must submit an electronic copy of their completed FMFW to their Grants Analyst for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Grants Analyst as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2024 HSGP Timeline, referenced as Attachment B.
Late or Incomplete Application	Late or incomplete applications may be denied. If an application is incomplete, the Grants Analyst may request additional information. Requests for late submission of applications must be made in writing to the Grants Analyst prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.
HSGP Contact Information	The Grants Analyst Regional Assignments Map is linked and available on the Cal OES website under “Regional Assignments”.
Subaward Approval	Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Section 6 – Post Award Requirements | 2024

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES HSGP FMFW, returning it to the appropriate Grants Analyst. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned in amounts up to \$500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested using the [Cal OES HSGP FMFW v1.24](#), signed by the Subrecipient's AA, and submitted to the Grants Analyst.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

Section 6 – Post Award Requirements | 2024

**Modifications
Cont.**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

Modifications to NP Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

**Training
Requirements**

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Grants Analyst and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must

Section 6 – Post Award Requirements | 2024

Training Requirements Cont.

be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (916) 845-8745 or Training@CalOES.ca.gov.

Exercises, Improvement Plans, and After-Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- Olivia.Rudolphy@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients are required to conduct procurement activities in with documented procurement procedures that align with federal procurement standards outlined in [2 C.F.R. Part 200](#). In cases where there is a conflict between the local procedures and federal standards, the more stringent requirements must be followed. Additionally, subrecipients must implement written conflict of interest policies that govern the actions of employees involved in the selection, award, and administration of contracts. These policies should include provisions for disciplinary actions in the event of violations.

Section 6 – Post Award Requirements | 2024

**Procurement
Thresholds**

Under 2 C.F.R. Part 200, procurement thresholds are defined as follows:

- **Micro-purchase threshold:** This is the maximum amount for which purchases can be made without requiring competitive quotes or formal procurement processes, provided the price is reasonable. The micro-purchase threshold is set at **\$10,000**.
- **Simplified acquisition threshold:** This sets the maximum amount for which federal procurement procedures may be simplified. The threshold is **\$250,000**. For purchases at or below this amount, subrecipients may use streamlined methods, such as obtaining competitive price or rate quotations from an adequate number of qualified sources. Purchases exceeding \$250,000 require more formal procurement procedures, including sealed bids or competitive proposals.

Subrecipients must adhere to these thresholds and, in cases of conflict between local procurement procedures and federal requirements, must apply the more stringent threshold.

**Procurement
Documentation**

Subrecipients must maintain records that document the procurement process, including the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. To be allowable, costs must be properly documented. Acceptable documentation includes, but is not limited to:

- Solicitation materials (e.g., requests for quotes, bids, or proposals)
- Responses to solicitations (e.g., quotes, bids, or proposals)
- Independent cost estimates and post-solicitation cost/price analyses, if applicable
- Contract documents and amendments
- Evidence of required contract provisions
- Other documents mandated by federal regulations at the time the grant was awarded

Section 6 – Post Award Requirements | 2024

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES [Request for Noncompetitive Procurement Authorization](#) form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and [GMM2021-05](#) for additional guidance.

Performance Bond

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant period of performance.

Cal OES requires Subrecipients to obtain a performance bond when procuring any equipment item over \$250,000, or for any vehicle, aircraft, or watercraft that requires full or partial payment **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

Environmental Planning and Historic Preservation (EHP)

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed

Section 6 – Post Award Requirements | 2024

**Environmental
Planning and
Historic
Preservation (EHP)
Cont.**

project and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. GrantAnalysts will provide additional instructions should this report be required.

[EHP Screening Requests](#) should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the [FEMA GPD EHP Policy Guidance](#).

**Construction and
Renovation**

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

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

Section 6 – Post Award Requirements | 2024

Construction and Renovation Cont.

Written approval for construction must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Grants Analyst to request disposition instructions. See [2 C.F.R. § 200.313](#).

Performance Reporting

Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA [Grants Reporting Tool](#) (GRT) for all awards prior to FY 2024. All subsequent BSIR reports will be submitted in FEMA GO. BSIR must be completed for the duration of each subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR for all awards prior to FY 2024 may be obtained through the GRT. To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to

Section 6 – Post Award Requirements | 2024

**Performance
Reporting Cont.**

ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Grants Analyst.

**Extension
Requests**

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Grants Analyst. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;

Section 6 – Post Award Requirements | 2024

**Extension
Requests
Cont.**

5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Grants Analyst. For additional information, please see IB 379.

Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

**Progress Reports
on Grant
Extensions**

All Subrecipients that receive Cal OES approval to extend their FY 2024 Grant Subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Grants Analyst. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent

Section 6 – Post Award Requirements | 2024

**Monitoring
Cont.**

modifications, including the review of timesheets and invoices as applicable;

- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with Standard Assurances; and
- Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

**Failure to Submit
Required Reports**

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a “hold” placed on any future reimbursements.

**Suspension/
Termination**

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special

Section 6 – Post Award Requirements | 2024

**Suspension/
Termination Cont.**

Conditions.

- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Closeout

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem. Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed. Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other

computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

Section 6 – Post Award Requirements | 2024

**Records Retention
Cont.**

In order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See [2 C.F.R. §§ 200.334, 200.336](#).

Attachment A – FY 2024 HSGP Allocations | 2024

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,453,851		ORANGE	2,718,746
ALPINE	75,998		PLACER	420,772
AMADOR	108,571		PLUMAS	91,008
BUTTE	248,256		RIVERSIDE	2,130,587
CALAVERAS	112,830		SACRAMENTO	1,400,136
COLUSA	93,346		SAN BENITO	130,337
CONTRA COSTA	1,042,148		SAN BERNARDINO	1,913,858
DEL NORTE	97,417		SAN DIEGO	2,830,483
EL DORADO	234,278		SAN FRANCISCO	775,892
FRESNO	927,408		SAN JOAQUIN	737,499
GLENN	96,159		SAN LUIS OBISPO	316,482
HUMBOLDT	187,964		SAN MATEO	696,626
IMPERIAL	226,248		SANTA BARBARA	446,265
INYO	90,923		SANTA CLARA	1,664,434
KERN	839,747		SANTA CRUZ	295,835
KINGS	202,266		SHASTA	226,214
LAKE	127,354		SIERRA	77,691
LASSEN	98,828		SISKIYOU	111,698
LOS ANGELES	8,300,952		SOLANO	448,956
MADERA	208,274		SONOMA	477,966
MARIN	288,172		STANISLAUS	535,072
MARIPOSA	89,272		SUTTER	158,389
MENDOCINO	150,140		TEHAMA	129,162
MERCED	315,459		TRINITY	88,432
MODOC	82,186		TULARE	475,346
MONO	86,086		TUOLUMNE	121,004
MONTEREY	437,680		VENTURA	770,793
NAPA	188,460		YOLO	261,139
NEVADA	159,879		YUBA	144,674
*Total				37,165,648

Attachment A – FY 2024 HSGP Allocations | **2024**

Fusion Centers	
Region	Total Award
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
*Total	10,127,050

* SHSP allocations reflect National Priority Area project adjustments

Urban Areas Security Initiative (UASI)			
*A minimum of 35% of UASI funding must be for Law Enforcement Terrorism Prevention			
Urban Area	Federal Allocation to State	Allocation to UASI	State Initiatives
ANAHEIM/SANTA ANA AREA	4,712,190	3,896,981	815,209
BAY AREA	32,754,895	27,088,298	5,666,597
LOS ANGELES/LONG BEACH AREA	59,395,378	49,119,978	10,275,400
RIVERSIDE AREA	3,500,484	2,894,900	605,584
SACRAMENTO AREA	3,410,728	2,820,672	590,056
SAN DIEGO AREA	14,760,877	12,207,245	2,553,632
Total	118,534,552	98,028,075	20,506,477

Attachment B – FY 2024 HSGP Timeline | **2024**

DHS/FEMA Announcement of 2024 HSGP NOFO	April 16, 2024
Cal OES Application Due to DHS	June 24, 2024
DHS Award to California	September 27, 2024
Subrecipient period of performance begins	September 1, 2024
2024 HSGP California Supplement release	November 2024
Subrecipient Workshops	October 2024
Subrecipient Awards (45 days from DHS award)	October 2024
Subrecipient Final Applications for FY24 Due to Cal OES	February 10, 2024
Subrecipient period of performance ends	May 31, 2027
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Cal OES's period of performance ends	August 31, 2027

Subrecipient: _____ **FIPS#:** _____

Grants Analyst: _____

Financial Management Forms Workbook:

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Tab
- ☐ Organization Tab
- ☐ Equipment Tab
- ☐ Training Tab
- ☐ Exercise Tab
- ☐ Consultant/Contractor Tab
- ☐ Management & Administration Tab
- ☐ Indirect Cost Tab
- ☐ Authorized Agent Sheet

Attachments:

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances
- ☐ Program Standard Assurance Addendum
- ☐ FFATA Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- ☐ UASI Footprint
- ☐ UAWG Roster

State Agencies and Tribes Only:

- ☐ Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____

UEI ☐

LETPA 35% or >☐

M&A 5% or <☐

**SHARED SERVICES DIVISION
GRANT PAYMENT REQUEST****SECTION A: SUBMITTING YOUR REQUEST**Please submit Grant Payment Request Form along with legible supporting documents to:Grants@auditor.lacounty.govIn the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
320 W. Temple Street, Room 380
Los Angeles, CA 90012

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

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

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7. CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
8. TOTAL \$								-

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

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

3. _____
AUTHORIZED SIGNATURE

DATE

4. _____
AUTHORIZED PRINTED NAME

AUTHORIZED TITLE

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

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on April 2021

AGENDA ITEM J - ENCLOSURE

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

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

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

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

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

SECTION B: SUB-RECIPIENT'S INFORMATION

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

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

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

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

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

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) ☐ **Copy of the purchase order**
 - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
 - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at sam.gov/SAM/. The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - b) ☐ **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - c) ☐ **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

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

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

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

- a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. ^{*1}Please refer to the Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.

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

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

For Training Claims:

- a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

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

- d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

- g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

AGENDA ITEM J - ENCLOSURE

- j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

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

For Exercise Claims:

- a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

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

P. ____ of ____

N:Grants/Subrecipient Monitoring/Forms/Property & Equipment Inventory Listing
Revised 12/2019

Equipment Inventory Listing Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____

Jurisdiction Name: _____

Training Provider: _____

OHS Approved Course Title: _____

Non-SLGCP Course Title & OHS Tracking No. _____
(requires pre-approval thru OEM)

Date of Course: _____

Class/ Exercise Duration/Hours: _____

[illegible]

Approved by: _____
Authorized Signature

Print Name and Title

Date

AGENDA ITEM J - ENCLOSURE

[illegible]

Date _____

EXHIBIT G

[illegible]

Date _____

8. Notes on Personnel Cost:

In general, costs associated with:

- ☐ Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- ☐ Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- ☐ Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- ☐ Vendor installation of a radio tower;
- ☐ Vendor training on new equipment purchased;
- ☐ Contractor hired to create an Emergency Operations Plan;
- ☐ Contractor hired to provide deliveries of ICS 400; and
- ☐ Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- ☐ Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- ☐ Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- ☐ Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- ☐ Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

[illegible]

Subrecipient Monitoring Instrument**Subrecipient Monitoring Instrument****PROJECT TITLE**

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS**Objective**

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1.	Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2.	If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30 th of the year following the audit?			
3.	Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4.	Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5.	Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6.	Did the Subrecipient implement the corrective action plan?			

B. TRAINING**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1.	Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2.	Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3.	If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4.	If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5.	Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6.	For Projects with overtime expenditures for Training:			
	a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
	b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For Projects with backfill expenditures for Training:				
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?				
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?				
c. Did the Subrecipient accurately report the expenditures in their accounting records?				
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?				
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?				
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:				
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.				
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				

C. PLANNING**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
b.	Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7.	For Projects with backfill expenditures for Planning:			
a.	Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b.	Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c.	Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8.	Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9.	Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10.	Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a.	If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b.	If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1.	Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2.	Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3.	Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4.	Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5.	Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6.	Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7.	Was the Equipment physically inspected to ensure:			
	a. The Equipment existed and agreed to inventory listing?			
	b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8.	Did the Subrecipient maintain Equipment in a secure location?			
9.	For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10.	For Equipment disposal, if any:			
	a. Was the disposition consistent with federal regulations?			
	b. What is the status of the proceeds received from the disposal?			
11.	Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12.	Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13.	Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
	a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
	b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE**Objective**

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	Yes	No	<u>Comments</u>
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
6. For Projects with backfill expenditures for Organization:				
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?				
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?				
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?				
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?				
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:				
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.				
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				