



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, March 3, 2022 • 9:00 a.m.

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

Call-in Number for Board Members and 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: 486 330 34#

AGENDA POSTED: February 25, 2022

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

**The procedures used for this Teleconference Meeting are governed by AB 361.*

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO County of Los Angeles Chief Executive Office	1.	John Geiger County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Vice-Chair) , Interim Fire Chief County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief County of Los Angeles Fire Department
3.	Alex Villanueva (Chair) , Sheriff County of Los Angeles Sheriff's Department	3.	Brian Yanagi , Acting Chief County of Los Angeles Sheriff's Department
4.	Kay Fruhwirth , Director, EMS Agency County of Los Angeles Department of Health Services	4.	Richard Tadeo , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	Phil Ambrose , Battalion Chief Los Angeles Area Fire Chiefs Association	5.	Vacant Seat Los Angeles Area Fire Chiefs Association
6.	Brian Solinsky , Police Chief Los Angeles County Police Chief's Association	6.	Vacant Seat Los Angeles County Police Chief's Association
7.	Mark R. Alexander , City Manager California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	David Povero , Chief of Police City of Covina Police Department	8.	Ric Walczak , Captain City of Covina Police Department
9.	Mark Fronterotta , Chief of Police City of Inglewood Police Department	9.	Ed Ridens , Deputy Chief City of Inglewood Police Department
10.	Brian Leyn , Captain City of Signal Hill Police Department	10.	Vacant Seat City of Signal Hill Police Department

OFFICERS
Scott Edson , LA-RICS Executive Director
Arlene Barrera , County of Los Angeles Auditor-Controller
Keith Knox , County of Los Angeles Treasurer and Tax Collector
Susy Orellana-Curtiss , LA-RICS Administrative Chief
Beatriz Cojulun , LA-RICS Board Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES – (A)

A. February 3, 2022 – Regular Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (B)

B. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS

It is recommended that your Board:

1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.

Agenda Item B

VI. REPORTS – (C – F)

C. Director's Report – Scott Edson

Agenda Item C

D. Project Manager's Report – Tanya Roth

Agenda Item D

E. Joint Operations and Technical Committee Chair's Report – No Report

F. Finance Committee Chair's Report – No Report



VII. DISCUSSION ITEMS – (G – J)

- G. PSBN Round 2 Implementation and Construction Update – Justin Delfino

Agenda Item G

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

Agenda Item H

- I. Update on Coastal Commission Sites in the Land Mobile Radio System – Tanya Roth

Agenda Item I

- J. Outreach Update – Sven Crongeyer

Agenda Item J

VIII. ADMINISTRATIVE MATTERS (K – O)

- K. ACCEPT 2021 URBAN AREA SECURITY INITIATIVE (UASI) FUNDS**

It is recommended that your Board:

1. Accept \$2,000,000 in grant funds from the Fiscal Year 2021 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2021 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Agenda Item K

- L. APPROVE AMENDMENT NO. 90 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Find that the (a) approval of Amendment No. 90 to contemplate a Change Order Modification at Universal Studios (UNIV) site, related to fire



suppression system work at the two existing building locations that constitute Site UNIV, the Universal City Plaza location and the Universal City Walk location, is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

2. Approve Amendment No. 90 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to reflect the following:
 - a. Incorporate one (1) Change Order for a fire suppression system at the UNIV site for a cost increase in the amount of \$60,717.
 - b. Extend the bridge warranty for equipment which will bridge the warranty gap until December 31, 2022, for a cost increase in the amount of \$173,951.
3. Authorize an increase to the Maximum Contract Sum in an amount of \$234,668 from \$214,730,005 to \$214,964,673 when taking the recommended actions into consideration.
4. Delegate authority to the Executive Director to execute Amendment No. 90, in substantially similar form to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 90, as may be necessary.

Agenda Item L

M. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE AMENDMENT NO. 1 TO AGREEMENT NO. 328640.C WITH AT&T CORP. FOR CONTINUED ROUTER INSTALLATION SERVICES

It is recommended that your Board:

Authorize the Executive Director to finalize and execute Amendment No. 1 in substantially similar form to the Enclosure, to extend the term of Agreement No. 328640.C with AT&T Corp. (AT&T) up to December 31, 2023 to allow for router installation services to continue as well as obtain router services and/or router enhancements that may be needed.

Agenda Item M

N. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE, FINALIZE, AND EXECUTE AN ACCESS AGREEMENT WITH BKK



CORPORATION FOR THE PURPOSE OF DELIVERING POWER AT THE BKK SITE

It is recommended that your Board:

1. Find the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Authorize the Executive Director to complete negotiations, finalize, and execute the Access Agreement substantially similar in form to the Enclosure, that would grant access to the Authority to the Power Provider's property and its electrical transformer in order to provide power to the BKK site, with a total consumption / power access fee totaling \$9,000 on an annual basis.
3. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, provided any such Amendments are approved as to form by Counsel to the Authority.

Agenda Item N

O. TERMINATION OF EL MONTE SITE ACCESS AGREEMENT (SAA)

It is recommended that your Board:

1. Delegate authority to the Executive Director to terminate a Site Access Agreement (SAA) between the City of El Monte (Owner) and the Authority for the PSBN Round 1 Site at the El Monte Police Department (ELMNTDP) previously transferred to AT&T under the Asset Transfer Agreement.
2. Delegate authority to the Executive Director to terminate or amend any other agreements, including, but not limited to, site access agreements, permits, leases, equipment license agreements, and any other ancillary documentation for any Public Safety Broadband Network Round 1 (PSBN Round 1) or Public Safety Broadband Network Round 2 (PSBN Round 2) site where LA-RICS no longer holds an interest, provided that Counsel has reviewed any amendments as to form and/or any agreement terminations.

Agenda Item O

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT –



1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (2 cases).

XII. ADJOURNMENT AND NEXT MEETING:

Special Board Meeting on Thursday, March 24, 2022, at 9:00 a.m., via Microsoft Teams/
Teleconference Meeting.



BOARD MEETING INFORMATION

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

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

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

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

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



BOARD OF DIRECTORS MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, February 3, 2022 • 9:00 a.m.
Conducted via Microsoft Teams Meeting

BOARD MEMBERS PRESENT

Kay Fruhwirth, Director, EMS Agency, County of Los Angeles Department of Health Services

Brian Solinsky, Police Chief, Los Angeles Area Fire Chiefs Association

Mark Alexander, City Manager, California Contract Cities Association

David Povero, Chief of Police, City of Covina Police Department

Mark Fronterotta, Chief of Police, City of Inglewood Police Department

Brian Leyn, Captain, City of Signal Hill Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT

John Geiger, County of Los Angeles Chief Executive Office

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

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

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Susy Orellana-Curtiss, LA-RICS Administrative Deputy

Beatriz Cojulun, LA-RICS Board Secretary

BOARD MEMBERS ABSENT / VACANT

Vacant Seat, The Los Angeles Area Fire Chiefs Association



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

I. CALL TO ORDER

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

II. ANNOUNCE QUORUM – Roll Call

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

III. APPROVAL OF MINUTES (A-B)

A. January 6, 2022 – Regular Minutes

Alternate Chair Yanagi asked if there were any questions or comments from the Board to of the attached minutes to the Regular Meeting agenda. There were no questions or comments, therefore, he asked for a motion to approve.

Board Member David Povero motioned first, seconded by Board Member Brain Leyn.

Ayes 9: Geiger, Pappas, Yanagi, Fruhwirth, Solinsky, Rodarte, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

Following approval of the minutes, Board Member Mark Alexander announced he had joined the meeting triggering Alternate Board Member Marcel Rodarte to announce he would be leaving the meeting.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – (B)

B. FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS



Alternate Chair Yanagi asked if there were any questions or comments from the Board for Consent Calendar Agenda Item B. There were no questions or comments, therefore, he asked for a motion to approve.

Alternate Board Member John Geiger motioned first, seconded by Board Member Kay Fruhwirth.

Ayes 9: Geiger, Pappas, Yanagi, Fruhwirth, Solinsky, Alexander, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

VI. REPORTS (C-F)

C. Director's Report – Scott Edson

Executive Director Scott Edson greeted Board Members and stated the Authority had a very busy and exciting month, since the last Board meeting. Executive Director Edson stated as previously reported the team underwent successful testing at the Rose Parade, as well as collaborative work that was underway for the Super Bowl, and now the team is preparing for the County of Los Angeles' (County) local team to win Super Bowl 56! Executive Director Edson expressed with that on the horizon, as well as the daily missions carried out by County's public safety professionals, like those present, the Authority continues to press on making progress toward the completion of the subsystems and final system acceptance.

Executive Director Edson said that on the agenda for today's meeting was the Land Mobile Radio (LMR) Contract Amendment Number 86 was approved, which included, among other things, Delegated Authority not to exceed \$20,000 for unforeseen road work at sites caused by inclement weather. Executive Director Edson stated that upon receiving this Delegated Authority, the Authority will be allowed to proceed with time-sensitive change orders for this repair work and allow construction to continue uninterrupted. Executive Director committed to reporting back to the Board on work done under the Delegated Authority, and today reported back to the Board that work was performed at Whitaker Middle Peak (WMP) site totaling \$2,948.

Executive Director Edson stated that, however, he did want to point out to the Board that other work that could have been contemplated under this Delegated Authority was actually declined by Motorola Solutions, Inc. (MSI). Executive Director Edson reported that there were two other instances where road clearance work was necessary (Mount Lukens-2 [MTL2] and East Sunset Ridge [ESR]) in order to successfully carry out the remaining work at those two sites– and MSI simply refused to price out the change order citing staffing / resource limitations, and that



they had no interest in the work. Executive Director Edson went on to say that given MSI's refusal to address this work, the Authority engaged in Job Order Contractor services via County Internal Services Department (ISD). Executive Director Edson said the Authority is not equipped to carry out this work and relied on its System builder to perform the same, as that is how the contract was designed, but nonetheless, the County ISD, via its Job Order Contractor services, has agreed to work with our Project Management (PM) Team to ensure the road clearance work gets done and the work at the sites can proceed without delay. Executive Director Edson thanked the County Department of Public Works (DPW) for pointing the Authority to ISD, and thanked ISD for quickly jumping on this for the Authority. Executive Director Edson expressed that he would be sure to report back on any issues relating to this item.

Executive Director Edson said that as he reported to the Board at the January meeting the Authority released the Request for Statement of Qualifications (RFSQ) for construction services, to among other things, build the final LMR site, MCI. Executive Director Edson stated that responses were received on January 18, 2022, and was happy to report that all five (5) responding vendors were being presented before the Board under Agenda Item J, to be approved as pre-qualified bidders. Executive Director Edson went on to say that upon the Board's approval, this list of bidders would be allowed to respond to future Invitations for Bid (IFB) for construction work on the LA-RICS project. Executive Director Edson expressed the Authority anticipates returning to the Board in March, to request approval to adopt, advertise, and award a contract achieved via issuance of an IFB. Executive Director Edson shared the five (5) prequalified bidders before the Board were Commline, Inc., Diversified Communications Services, Jitney, Metro RF Services, and Metrocell Construction.

Executive Director Edson stated that as the Board will note, this month's February Agenda does not contain a coastal update, and that is because the final remaining site to be constructed in the coastal zone is pending coastal development permit, and that is with the County Department of Regional Planning (DRP). Executive Director Edson shared the Authority expects to have a good update for the Board at the March meeting, which will align perfectly with the award of bid contract to build the site.

Executive Director Edson said that in addition, the Authority has before the Board Agenda Item K, which addresses four (4) Change Orders, including a new network port needed to remote read electrical meter at BKK Landfill (BKK) site, a finish application at nine (9) United States Forest Services (USFS) sites (Burnt Peak [BUR], Frost Peak [FRP], Grass Mountain [GMT], Loop Canyon [LPC], Mount Disappointment [MDI], Magic Mountain Link [MML], MTL2, Pine Mountain [PMT], and WTR) to comply with the USFS decision memo, as well as a Change Order for the Tower Peak (TWR) site for an aerial ground survey of existing utility poles, and



path for Southern California Edison (SCE) conveyance at this site, with a total net increase in contract sum of \$20,254.

Executive Director Edson said that as reported to the Board over the past few months, a site that is still pending permanent power under the City of Los Angeles (City) Department of Water and Power (DWP) is Green Mountain (GRM). Executive Director Edson stated one positive outcome from the Authority's pleas to both City Mayor's Office and DWP team, is the Authority has been offered use of a generator originally purchased by the City Police Department (LAPD), which will provide an interim power solution to allow MSI to continue with its Phase 4 work while in parallel we push the DWP for permanent power at the site.

Executive Director Edson said that Lead Engineer Pao would provide the Board with an update on the Spectrum and Licensing issues impacting the LMR program under Agenda Item H. Executive Director Edson reminded the Board that he previously reported at the January meeting, that there are ten (10) licenses that are risk of not being approved, with one site's licenses being the most time-sensitive. Executive Director Edson expressed that if these are not approved, the Authority will not only experience degradation of our coverage but it may also impact progress on the program. Executive Director Edson went on to say the Authority is aggressively pushing County leadership to ensure the Federal Communications Commission (FCC) approves these licenses in the timeframe required so as not to further delay our program. Executive Director Edson shared the Authority continues to work with the ISD, the spectrum manager, as well as County Chief Executive Officer's (CEO) office to leverage the public safety aspect and need, with the FCC.

Executive Director Edson said that lastly as for Grants and the Authority's Funding Gap, as he reported to the Board at the January meeting, following a series of Urban Area Security Initiative (UASI) Approval Authority meetings, California Governor's Office of Emergency Services (Cal OES) issued a letter to the UASI Approval Authority and the County CEO requesting the Los Angeles UASI and all UASI Approval Authority partners mutually develop a regional solution for completion of the LA-RICS Project.

Executive Director Edson stated that following a meeting with City Mayor's Office and the County, the City Mayor's Office, as administrators of the UASI Grant finally agreed to develop a plan and bring that plan before the Approval Authority members for a vote of approval prior to submission to Cal OES. Executive Director Edson said that despite agreement to share the draft plan with both County CEO and LA-RICS for input prior to its release, the City Mayor's Office decided to just release the draft plan to the Approval Authority declining to incorporate LA-RICS proposed plan or edits, and instead had LA-RICS present its plan as a separate item for Approval Authority consideration. Executive Director Edson believes this did not



reflect a collaboration to the regional partners. Executive Director Edson share with the Board, LA-RICS' plan did not ask the region to forego its projects in favor for LA-RICS funding, but instead requested the Approval Authority provide its \$15 million allocation to LA-RICS all in UASI 2022, so that work can continue uninterrupted, and allocate spending for the regions projects from earmarked funds in 2023 and 2024 via workbook modifications. Executive Director Edson expressed that this in eyes of the Authority, was collaborative and a win, win, win. Executive Director Edson said that this is basically a swap of workbook projects with other UASI recipients who needed more time and flexibility, and which has been done in the past without issue. Executive Director Edson went on to say the Authority had a great plan – no impact to awarded projects, LA-RICS receives its \$15 million in UASI 2022 while in parallel works to receive state level funding.

Executive Director Edson said that unfortunately, the UASI Approval Authority met on January 26, 2022, and voted 8-3 to decline the LA-RICS proposed plan and 8-3 to approve the City UASI Approval Authority plan, which reflected \$21.4 million allocation over three (3) grant years from both State Homeland Security Program (SHSP) and UASI grants, with LA-RICS to seek other funding, including legislative carve-out. Executive Director Edson went on to say that since that meeting date last week, various agencies including County Sheriff's Department (LASD), County Fire Department (LACOFD) and the County Department of Health Services (DHS) Emergency Medical Services (EMS) expressed their desire to support the LA-RICS plan and offered to work collaboratively with the Authority to identify grant projects awarded in 2022 that could "swap" allocations into 2023 and 2024 workbook. Executive Director Edson stated that this demonstrated to the City Mayor's Office and the region the plan was feasible and could have been accomplished within the limits of the grant. Executive Director Edson went on to say that since the UASI Approval Authority meeting date, Cal OES confirmed the swapping of projects was a good idea and encouraged the Authority to look into other grant years not just 2022 – given their familiarity with the City Mayor's Office need to administer such swaps.

Executive Director Edson concluded by saying that while all this occurred, he met with County leaders from the Legislative Affairs Office to seek state-level carve out funding, and thanked the CEO and Board of Supervisors (BOS) for their assistance. Executive Director Edson said he would be sure to report to the Board regularly, progress made on this and the grant funding-front, but took time to thank Board Members and the agencies they represent who reached out, offered their support, and truly collaborated with LA-RICS to ensure this regional project receives the funding needed to complete. Executive Director Edson said the Board's vision and leadership will benefit those that have lost sight of the end goal.

There was no further discussion.



D. Project Manager's Report – Justin Delfino

LMR PROGRAM CONSTRUCTION OVERVIEW

Program Manager Delfino greeted the Board and provided a Power Point Presentation on the LMR Program.

Open and Active Sites:

- Program Manager Delfino stated that all of the UASI 19' sites the Authority had been working on for the past several months are in a good position from a Phase 2 standpoint. Program Manager Delfino said that all of the sites are substantially completed with the infrastructure builds. There are a few sites that are still completing work such as Black Jack Peak (BJM) and Tower Peak (TWR), Dakin Peak (DPK), and San Pedro Hill (SPH), which are completing final tasks by the end of the month. Program Manager Delfino, said for example, at the Catalina sites, what is currently being worked on for completion is the fire suppression system at BJM. Program Manager Delfino stated that as he mentioned in the last reporting period, there was some fencing material that was delayed due to COVID related supply chain issues and will not be installed until February 28, 2022, which is the projected date from MSI. Program Manager Delfino said the Authority was able to demobilize the environmental monitors from the Catalina sites, which is an indicator that all of the ground disturbing work is completed.
- Program Manager Delfino went on to state that there is a small contingent of sites where Phase 2 work was completed, but do not have electrical utility connected yet. Program Manager Delfino has been reporting over the past couple of sessions that Green Mountain (GRM) and Burnt Peak 1 (BUR1) were problematic for connecting to electrical utility and would require roll-up generator usage, until the sites could be connected to permanent utility power. Program Manager provided the Committee with the February update stating that generators have been identified, the Authority is still regularly corresponding with MSI and has worked through a lot of the issues in planning the mobilization and planning of the generator use. In addition County DPW has been particularly helpful and responsive to all inquiries related to the request to use roll-up generators for interim use and optimization Ph.4a. Program Manager Delfino said that Magic Mountain Link (MML) and Rancho Palos Verdes Tee (RPVT) are also currently without permanent utility connection for power.
- Program Manager Delfino said there is one coastal commission site remaining which is MCI as Executive Director Edson has also reported to the Board.
- Program Manager Delfino reported there are 58 sites in total.



Notable January and to date successes on the LMR Program:

- There are zero recordable injuries to-date, which is a statistic the Authority is pleased to report.
- There is an Integrated Master Schedule (IMS) submission from MSI received February 1, 2022, which includes the deletion of the Saddle Peak (SPN) and Topanga Peak RELAY (TOP-RELAY) scope, as well as the addition of the MCI scope, resulting in an October 2023 Program finish.
- At the Mount Lukens 2 (MTL2) site, MSI reported a road blockage that was making the site inaccessible. The access road was cleared, so there now there are two (2) available routes to that site. The Whitaker Ridge (WTR) site and Pine Mountain (PMT) were also cleared following the receipt of change order requests from MSI to provide road clearing caused by severe weather. Program Manager Delfino stated that as Executive Director Edson mentioned there was road clearing work that MSI elected to decline. MSI declined to perform road clearing work at East Sunset Ridge (ESR) and at MTL2.
- There are three (3) sites pending power connection in February 2022, which are RPVT, Mount Disappointment (MDI), and MML, which will be fed by Southern California Edison (SCE). Four (4) MSI System Technicians (STs) were badged with the Judicial Council of California (JCC) in this period. It is important to note this achievement because badged personnel do not require the same level of escorting when onsite, which should translate to a cost savings on the Program.
- Program Manager Delfino provided site status regarding 38 sites optimized, up from the 31 sites in the last reporting period; 37 sites on the air, up from the 26 sites reported in the last reporting period; and 19 cells on the air, now up from 15 reported last period.

SAAs:

Program Manager Delfino informed the Board that all site access agreements have been completed.

Upcoming Event:

Program Manager Delfino said there is an upcoming event, which is the Super Bowl 56 at the Sofi Stadium.

Areas of Focus:

Program Manager Delfino reported:



- The surety company remains involved in the Program, although in the month of January 2021, they were not engaged with the LA-RICS Project Team in January and do not expect them to in February.
- The Authority is looking at “Compensatory Mitigation Measures” in the forest and will start those discussions with the USFS representatives. More to come on that subject in future reporting as the conversation evolves with the Forest representatives.
- Access for ongoing maintenance at sites is the subject that MSI has brought forth to the Authority, with a meeting scheduled for February 4, 2022, to discuss the transition away from building sites and into maintenance. This coordination is necessary to ensure that sites are accessible and reachable within the prescribed time frame outlined in the Agreement for service outage response.
- The Authority is still looking at cutover planning and will continue to do so as the Authority goes into System cutover and subsystem cutover detailed planning.
- Closeout documentation submissions are still problematic for MSI and certainly an area of focus that continues to be discussed between parties as an area of needed improvement.
- Program Manager Delfino stated that UASI 19’ completion planning has required a lot of attention. The Authority met with MSI on January 31, 2022, to try and identify the exact dates by which the work will be done and the Work Acceptance Certificates (WACs) will be submitted to the Authority’s review.
- Program Manager Delfino mentioned earlier receipt of the updated IMS which includes the MCI scope, it was just received by the Authority and there is a time-period the Authority has, twenty (20) days, to go through the IMS document, review it, understand it, and then eventually approve or provide comments.
- Program Manager Delfino mentioned that there is going to be some data collection during the Super Bowl in preparation for future large scale events, for example the upcoming Olympic Games in Los Angeles.

LMR HIGHLIGHTS

Features Site(s):

Program Manager Delfino continued by providing the site progress at LACF072 – Malibu/Santa Monica Mountains) and shared some images depicting activity at the LACF072 (photo from December 28, 2021) and said the site has been substantially completed. Program Manager Delfino shared a picture of the monopine at LACF072, sharing the progress made to date including concrete work, the shelter and pointed out how the monopine blends in with the surrounding trees as planned. Program Manager Delfino indicated that the MTL2 rock slide was cleared by others,



and the next site to be investigated is at East Sunset Ridge (ESR) next week. Program Manager Delfino thanked LACOFD Battalion Chief Calhoun and Captain Dougherty for their assistance in helping the Authority troubleshoot the access issues at ESR and MTL2.

This concluded the report on Agenda Item D from Program Manager Delfino. There was no further discussion.

- E. Joint Operations and Technical Committee Chairs Report – No Report**
- F. Finance Committee Chair Report – John Geiger**

Finance Committee Chair John Geiger greeted the Board then went on to report the LA-RICS Finance Committee Meeting was held on January 20, 2022, there were no action items on the Agenda, but there were two (2) discussion items. Finance Chair Geiger mentioned the meeting occurred fourteen (14) day ago, as those that are familiar with the pace of the Project are aware that fourteen (14) days in LA-RICS time is like ten (10) weeks. Finance Chair Geiger stated that suffice to say situations have evolved and continue to evolve especially with the subsequent UASI Regional meeting on January 26, 2022. Finance Chair Geiger went on to say that one discussion item presented at the Finance Committee was the LMR Status Report which has been superseded by today's Agenda item D – Project Manager's Report. Finance Chair Geiger said the other discussion item discussed at the committee meeting was a Grant Status Report, which has now been superseded by today's Agenda item C – Director's Report in the discussion. Finance Chair Geiger stated that what has not changed is the commitment by the Executive Office made during that Finance Committee Meeting, to bring matters before the Board only if there is earmarked and committed funding, no Agenda Item will ask for deficit spending. Finance Chair Geiger went on to say that currently the LMR Project is drawing upon UASI 19' and UASI 21' grant funding. Finance Chair Geiger concluded by stating the final administrative matter the Committee approved was its Committee Meeting Schedule for calendar year 2022, with regular meetings scheduled every other month, with the next regular meeting to be held on March 17, 2022.

This concluded the report on the Finance Committee by Finance Chair Geiger. There was no further discussion.

VII. DISCUSSION ITEMS (G-I)

- G. PSBN Round 2 Implementation and Construction Update – Chris Odenthal**

Program Director Chris Odenthal provided the Board with an update to the Public Safety Broadband Network (PSBN) Round 2 program, which is similar to the one



previously reported. Program Director Odenthal stated the only site remaining with work to be done is Pomona Court House 2 (POM2). Program Director Odenthal said the Authority has been working with the Judicial Council of California (JCC) as roofing contractor to make sure that all warranties are preserved and remain valid based on the work that is planned. Program Director Odenthal went on to say that currently the Authority is waiting for notification from the roofer to confirm that warranties have been approved and work can proceed. Program Director Odenthal stated the JCC will provide its approval for continuing and scheduling the work, which is a two (2) weeks duration. Program Director Odenthal concluded by saying that all other activities for PSBN are complete.

This concluded the update on Agenda Item G by Program Director Odenthal. There was no further discussion.

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

Technical Lead Ted Pao reported and focused on the FCC licensing issues. Technical Lead Pao shared the good news the Authority submitted thirty-four (34) T-band modifications to the FCC in the beginning of January 2022 and they have all been granted. Technical Lead Pao stated these are the licenses that were in need of modifications to: 1) add back a frequency as our co-channel issue with Beverley Hills was resolved; and 2) add an additional frequency that was within the County's Channel 16 pool, but not licensed.

Technical Lead Pao stated the Authority still has eight (8) T-band applications that are still pending with the FCC. Technical Lead Pao stated that as reported last month, the impact of these applications not being granted has been brought to the attention of ISD. Technical Lead Pao went on to say that during this past month, LA-RICS has been working with ISD, collaboratively, to seek licensing resolutions on these pending applications. Technical Lead Pao stated that LA-RICS has been providing the requested background information to ISD. Technical Lead Pao said the Authority is expecting continuation of this effort in the coming months to resolve all our T-band license issues.

This concluded the update on Agenda Item H by Technical Lead Pao. There was no further discussion.

I. Outreach Update – Sven Crongeyer

Operations Lead Sven Crongeyer presented the Board with a detailed summary document for the month of January included in the Agenda packet for review and information. Operations Lead Crongeyer reported that Authority Staff shared system metrics from the 2022 Rose Bowl and Rose Parade with the County of Los



Angeles Sheriff's Department's (LASD) Emergency Operations Bureau (EOB) staff and Pasadena Police Department representatives. Operations Lead Crongeyer said the metrics relate useful information such as the number of transmissions per hour, the amount of radios on each talk group and peak usage times. Operations Lead Crongeyer went on to say this extremely useful information has never before been available and will be used to help prepare for future large scale events.

Operations Lead Crongeyer shared that a Memorandum of Understanding between LA-RICS and the Hacienda La Puente Unified School District (HLPUSD) has been sent to the district for approval. Operations Lead Crongeyer said that once the MOU is approved, LA-RICS staff will begin the onboarding and testing process.

Operations Lead Crongeyer said that representatives from the City of Paramount have been working closely with LA-RICS staff to procure the proper radio equipment to ensure a smooth transition to LA-RICS once the System is accepted.

Operations Lead Crongeyer concluded by saying the Super Bowl 56 planning continues for LA-RICS participating agencies. Operations Lead Crongeyer stated that LASD's Radio Services staff are providing pre-programmed portable radios for the event. Operations Lead Crongeyer went on to say the communications plan is being finalized with assistance from the County of Los Angeles Fire Department.

This concluded the report on Agenda Item I. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (J-K)

J. APPROVE LIST OF PREQUALIFIED BIDDERS RESULTING FROM THE LA-RICS LAND MOBILE RADIO TELECOMMUNICATIONS FACILITY CONSTRUCTION AND INSTALLATION PROJECT RFSQ

Contracts Manager Jeanette Arismendez presented Agenda Item J and asked the Board to recall the authorization they granted to the Executive Director in January 2021 to enlist procurement services from the Department of Public Works (DPW) to establish a list of prequalified construction contractors. Contracts Manager Arismendez informed the Board that as a result of that successful solicitation, Agenda Item J is being presented for consideration.

Contracts Manager Arismendez requested the Board find the proposed actions exempt from the California Environmental Quality Act (CEQA) for the reasons stated in the Board Letter.

Contractors Manager Arismendez also requested Board approve the list of five (5) Prequalified Bidders enclosed with the Board Letter resulting from the Land Mobile



Radio (LMR) Telecommunication Facility Construction and Installation Project Request for Statement of Qualifications (RFSQ) solicitation as follows:

1. Commline, Inc. (Joint Venture with Hoffman Management & Construction Corporation)
2. Diversified Communications Services, Inc.
3. Jitney Company, Inc.
4. Metro RF Services, Inc.
5. Metrocell Construction, Inc.

Contracts Manager Arismendez explained to the Board establishing the list of Prequalified Bidders will allow these Bidders to respond to future Invitation for Bids (IFB) for construction work.

Contract Manager Arismendez requested the Board's approval to approve the list, which at present has no fiscal impact. However, Contracts Manager Arismendez informed the Board the Authority will return to the Board for approval and adoption of the specifications for each project on a site-by-site basis, and when that occurs, the Authority will present budget for approval, as well as approval to advertise, and award a contract.

Alternate Chair Yanagi asked if there were any questions or comments from the Board. There were no questions or comments, therefore, he asked for a motion to approve.

Board Member Alexander motioned first, seconded by Board Member Povero.

Ayes 9: Geiger, Pappas, Yanagi, Fruhwirth, Solinsky, Rodarte, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

K. APPROVE AMENDMENT NO. 88 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

Contracts Manager Arismendez requested the Board find the proposed actions are exempt from CEQA because they are not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.



Contracts Manager Arismendez also requested the Board approve Amendment No. 88 to the LMR Agreement which contemplates four (4) Change Orders as follows:

- The first Change Order is for certain Multiprotocol Label Switching (MPLS) reconfiguration work at the BKK site in the amount of \$414.
- The Second Change Order is related to Visual Impact Assessment Mitigation Measures (VIAMM) work at nine (9) sites (BUR1, FRP, GMT, LPC, MDI, MML, MTL2, PMT, WTR) to comply with USFS VIAMM requires, collectively in the amount of \$15,518.
- The Third Change Order is for certain work at the TWR site for an increase in scope in the amount of \$4,322 regarding aerial ground survey of the existing utility poles and a corresponding path for a Southern California Edison (SCE) conveyance at this site.
- The fourth Change Order which is at no-cost to the Authority is necessary to replace a server to address issues related to outdated versions of web browsers.

Contracts Manager Arismendez further requested the Board:

- Delegate authority to the Executive Director to execute Amendment No. 88, in substantially similar form to the Amendment enclosed with the Board Letter.
- Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 88, as may be necessary.

Alternate Chair Yanagi asked if there were any questions or comments from the Board. There were no questions or comments, therefore, he asked for a motion to approve.

Board Member David Povero motioned first, seconded by Board Member Brain Leyn.

Ayes 9: Geiger, Pappas, Yanagi, Fruhwirth, Solinsky, Alexander, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE



X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE

XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:36 a.m.

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

The Board returned from Closed Session at 9:47 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

XII. ADJOURNMENT AND NEXT MEETING:

Alternate Chair Yanagi called for a motion to adjourn the Regular Meeting. Board Member Kay Fruhwith motioned first.

The Regular Board meeting adjourned at 9:48 a.m., and the next Regular meeting will be held on March 3, 2022, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

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

Dear Directors:

FINDINGS TO CONTINUE TELECONFERENCE MEETINGS UNDER AB 361 AND RELATED ACTIONS

SUBJECT

The California Legislature passed AB 361 to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The first Board meeting under AB 361 occurred on October 7, 2021, and the Board made its appropriate findings thereafter. Given the timing of the March meeting, it is time for the Board to make another finding to continue to use a telephonic meeting.

RECOMMENDED ACTIONS

It is recommended that your Board, acting on its behalf, and on behalf of the Finance, Operations and Technical Committees appointed by the Board and which are subject to the Brown Act:

1. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that the Board has reconsidered the circumstances of the State of Emergency due to the COVID-19 pandemic and that the State of Emergency remains active; and
2. Find, in accordance with AB 361 Section 3(e)(3), California Government Code Section 54953(e)(3), that local officials continue to recommend measures to promote social distancing.

BACKGROUND

On September 10, 2021, the Legislature passed AB 361, to enhance public access to local legislative body meetings during the COVID-19 pandemic and future applicable emergencies. The Governor signed AB 361 into law on September 16, 2021. To ensure the safety of members of the public and personnel while guaranteeing the public's right to attend and participate in meetings of local legislative bodies and in alignment with the County of Los Angeles' Health Officer's recommendations to reduce crowding indoors and to support physical distancing, the Board can continue to meet via teleconferencing, in compliance with AB 361 while we are under a State of Emergency and while State or local officials continue to recommend measures to promote physical distancing. However, the Board will need to regularly consider the circumstances of the State of Emergency to determine whether teleconferencing should continue no later than 30 days after the Board's first meeting under AB 361 (October 7, 2021), and within every thirty (30) days thereafter.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under AB 361, to continue to meet via teleconferencing, the local legislative body must adopt, by a majority vote, specific findings within 30 days of the first use of the teleconferencing meeting rules after October 1, 2021, and within every 30 days thereafter. The Board held its first meeting under AB 361 on October 7, 2021, made its first findings on November 4, 2021, its second finding on December 2, 2021, its third finding on December 20, 2021, its fourth finding on January 6, 2022, and its fifth finding on February 3, 2022. As we approach the sixth 30-day deadline and given the timing of the March 2022 Board meeting, the Board needs to make the necessary findings. The Governor's declaration of a statewide emergency is still in effect, and the County of Los Angeles' Public Health Officer still currently recommends physical distancing. Under AB 361, it is appropriate for the Board to continue with a teleconference meeting for the March regular meeting.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

The Executive Director recommends the Board make the recommended findings.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority

AGENDA ITEM B

EXECUTIVE SUMMARY

MARCH 3, 2022

LTE UPDATE

- PSBN Round 2 – Sites 1-25 have been completed, but for one punch correction at Pomona Court House 2 (POM2), which is expected to be completed in March 2022. Closeout materials for the five (5) sites constructed under AT&T funding are assembled and are under review by First Responders Network Authority (FirstNet)/AT&T Corporation (AT&T) for acceptance. There remains final power and generator commissioning at Magic Mountain Link2 (MML2) expected to be energized by Southern California Edison (SCE) on March 7, 2022.

LMR UPDATE

- Phase 2
 - ✓ Building Permit(s) Total site count remains at fifty-eight (58) sites for the LA-RICS LMR Network. Topanga Peak-RELAY (TOP-RELAY) was submitted for consideration to the County of Los Angeles (County) Department of Regional Planning (DRP) on behalf of the California Coastal Commission. After review by the Jurisdiction it was determined that the proposal for TOP-RELAY could not be approved. This perceivable setback, was anticipated and will not cause delay to the LMR Program since the Radio Frequency (RF) equipment planned for installation at TOP-RELAY, as approved by the JPA Board, is to be co-located at the MCI installation. As such, the Authority provided direction to MSI to withdraw the application from DRP.
 - ✓ Motorola Solutions Inc. (MSI) and the Authority have agreed to use the September 14, 2021, Data Date Integrated Master Schedule (IMS) for the baseline schedule. However, MSI submitted a January 25, 2022 DD IMS for review and the Authority could not accept the update, since the submission did not conform to the minimum contract requirements for IMS updates as per Exhibit A. Section 1.4.15 “Monthly IMS Update Submittals.” Thus the operative IMS remains the September 14, 2021DD IMS, until the Authority’s comments/corrections are addressed by MSI for the January 25, 2022 DD IMS submittal. The Phase 4b scope (testing work) has been progressing well despite some interruption by high winds that have affected productivity at certain sites where tower climbing work is needed, such as BUR1 on February 15, 2022 as reported by MSI.
 - ✓ Below is a breakdown of the current site progress for Phase 2 and Phase 4a work scope:
 - MSI is nearing Phase 2 and Phase 4a completion at several UASI 19’ sites. MSI transmitted a Constructive Change Notification on January 14, 2022, that describes general impacts that Covid-19 has created for MSI and that they are ‘evaluating the extent of the impacts.’ Since the alleged impacts were not fully

EXECUTIVE SUMMARY

MARCH 3, 2022

detailed, nor evaluated to describe the time, nor cost impacts that are introduced, it is difficult for the Authority to qualify and understand the value of the notification. MSI has previously reported more specific delays in their supply-chain(s), labor force(s), and overall operational impacts in prior Constructive Change Notifications ie. San Pedro Hill (SPH) shelter and East Sunset Ridgeway (ESR) generator. There has been no update from MSI in this reporting period, however the Project Teams remain in regular communications regarding scheduling of work, and cognizant of potential delays caused by Covid-19. At the Green Mountain site (GRM), the utility provider City of Los Angeles (City) Department of Water and Power (LADWP) has exceeded the planned duration for connection to utility power. The LADWP Management, Real Estate representatives, and City of Los Angeles Mayor's Office representatives met on Friday, November 19, 2021, to discuss steps forward to bring the requested utility service to completion. LA-RICS undertook the environmental review [California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)] while also shepherding the Right of Entry (ROE) Agreement between California State Parks, City Department of Water and Power (LADWP), and the Authority. At this time, LA-RICS and the City have discussed the use of a roll-up generator to provide interim power to allow for the completion of the site and testing to remain on schedule. The Authority Project Team conducted a site walk at GRM on February 25, 2022 to ensure that the mobile unit is maneuverable into the allotted space onsite, since the unit is slightly larger than planned mobile units. Currently the Authority is awaiting transfer from City of Los Angeles/ LAPD, so that it can be put into service by LA-RICS. Once a pick-up date is confirmed MSI will be notified for coordination. MSI has been informed that March 2022 is the expected time frame for generator delivery to site. MSI has identified GRM as the critical path site, therefore completing the optimization work at GRM on, or ahead of schedule. The Burnt Peak (BUR1) site remains challenged for normal utility power as well, since MSI informed the Authority on November 16, 2021, that MSI will no longer support the plan to utilize the emergency generator for use as prime power. Since that time, the Teams have determined to use a roll-up generator at BUR1 as well to complete the Phase 4a and Phase 4b scope. MSI still has 1-1/2 crew days in order to complete the work on the tower. After which, the Authority will mobilize the portable generator unit contributed by the County of Los Angeles Sheriff's department (LASD) and is planned for March 9, 2022. According to Southern California Edison (SCE) the "Microgrid" power solution is still on-track for use in approximately 15 months. MSI has substantially completed all Phase 2 work for the UASI 19' sites at this time and is currently working to complete the fencing work at Black Jack Peak (BJM), Dakin Peak (DPK), and Tower Peak (TWR). San Pedro Hill (SPH) is also substantially completed with Ph.2 work and in cue for connection to electrical utility as well. MSI is now heavily focused on completing Phase 4a work at several UASI 19' sites, for which MSI has been directed to complete on or before June 30, 2022. A spending plan modification which identifies some Phase 4 work completing beyond March 1, 2022 has been shared with the

EXECUTIVE SUMMARY

MARCH 3, 2022

Granting Authority so that there is transparency in which sites MSI has requested extensions for work completions versus other sites that will complete within the standard Grant performance period for UASI 19'. LA-RICS will further discuss the extension requests with the Granting Authority to confirm that the proposed extensions are allowable.

- Phase 4 – Optimization and Closeout

- ✓ There are fifteen (15) cells on the air; thirty-one (31) sites are optimized; and twenty-six (26) sites are on the air.
- ✓ Cutover plans are currently being further developed between LA-RICS and MSI. The cutover plans will be managed to ensure that all cutovers occur as planned so no significant delays effect the Schedule. Stakeholders and prospective users are encouraged to contact LA-RICS representatives with their agency cutover plans to ensure smooth transitions on to the LA-RICS Network.
- ✓ Discussions with Inter Subsystem Interface (ISSI) and the State of California and the City Mayor's Office have focused on interoperability beyond ISSI using Critical Connect. The State of California is already using the early use system and is looking to partner with LA-RICS for service within the County of Los Angeles (County) borders, once the system is fully completed.
- ✓ ISSI connections have been successfully tested and used on multiple occasions including talk groups established with Torrance and Inglewood utilizing LA-RICS along with the Interagency Communications Interoperability (ICI) Network. The early system was successfully tested for the 2022 Rose Parade events, with positive feedback reported from users.
- ✓ Over twenty-three (23) sites have undergone the Phase 4 audit and the corresponding closeout books were submitted to LA-RICS for record.
- ✓ Per the September 14, 2021DD IMS, MSI will deliver the first subsystem Narrowband Mobile Data Network (NMDN) Phase1 starting on August 4, 2022. The Authority will issue a request for quotation (RFQ) to bridge warranty service from this date to the planned System Acceptance milestone on October 10, 2023.

EXECUTIVE SUMMARY

MARCH 3, 2022

LMR SITES



EXECUTIVE SUMMARY

MARCH 3, 2022

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$35,000,000*	\$13,923,503.70	\$0	5/31/22
UASI 21	\$2,000,000	\$-	\$-	\$2,000,000	3/31/24
UASI 22	\$5,000,000	\$-	\$-	\$5,000,000	5/31/25
UASI 23	\$5,000,000	\$-	\$-	\$5,000,000	5/31/26
UASI 24	\$5,000,000	\$-	\$-	\$5,000,000	5/31/27
SHSP 22	\$3,520,000	\$-	\$-	\$3,520,000	5/31/25
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

* Costs incurred, NTP Issued and / or line item included in approved Spending Plan.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

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

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

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

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

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

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.

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



Monthly Report No. 118

March 3rd, 2022

Submitted February 25, 2022

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AGENDA ITEM D

LTE UPDATES

Operations/Governance

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

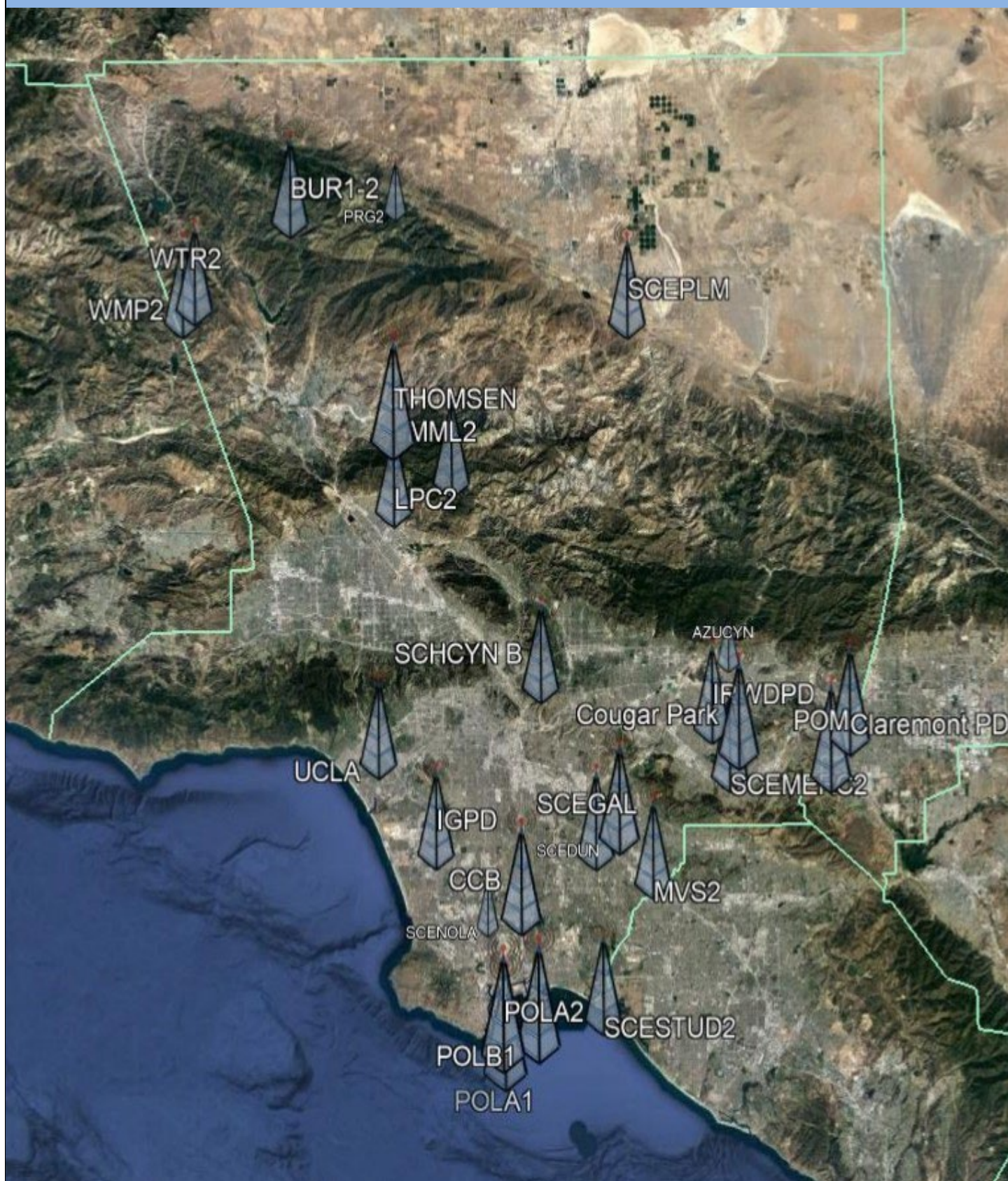
Special Events

- Super Bowl 56 was utilized for system data collection and to incorporate operational lessons learned for future large scale events, such as 2028 summer Olympics which are to be hosted in Los Angeles..

LTE Round 2 Updates

- January 2022 saw progress on obtaining final inspections for POLA1 and POLA2 and POM2. Regarding POM2, the JCC has made the determination that the LA-RICS contractor must mechanically attach the antenna sled mounts despite the risk of future leaks on the new roof system and considering the high potential of encountering hazardous materials during the drilling through roof activity. In January the Architect of Record (AOR) completed and delivered the revised connection details to the LA-RICS contractor for consideration. The JCC also received a copy of the new detail and LA-RICS is standing by for approval of the revised detail. Regarding the POLA1 and POLA2 final building inspections, both sites closed out the permits in this reporting period. The POLB1 site was not constructed by LA-RICS. The design work for POLB1 and construction plans were delivered to FirstNet AT&T.
- There are no safety issues to report on in this period.
- There are no labor compliance issues to report in this period.
- There are no environmental compliance issues to report in this period.

LTE2 SITE MAP



LMR UPDATES

Environmental Update

- Jacobs continued the full-time MMRP monitoring effort in this period as ground disturbing activities are drawing to a close. It is anticipated that the end of February 2022 will mark the end of the MMRP work needed on the Program.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,700 persons as of January 25, 2022.

Permitting Support

- There is one (1) permit yet to be received for the newly added MCI site. The addition of the MCI site (replacing the previous SPN and RELAY sites) was approved by the Board on December 20th, 2021. Since MCI is still in the design phase and is under review with the Department of Regional Planning, although the replacement of the two other sites with MCI significantly reduces the overall scope of remaining Phase 2 work. Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOPRELAY, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR).

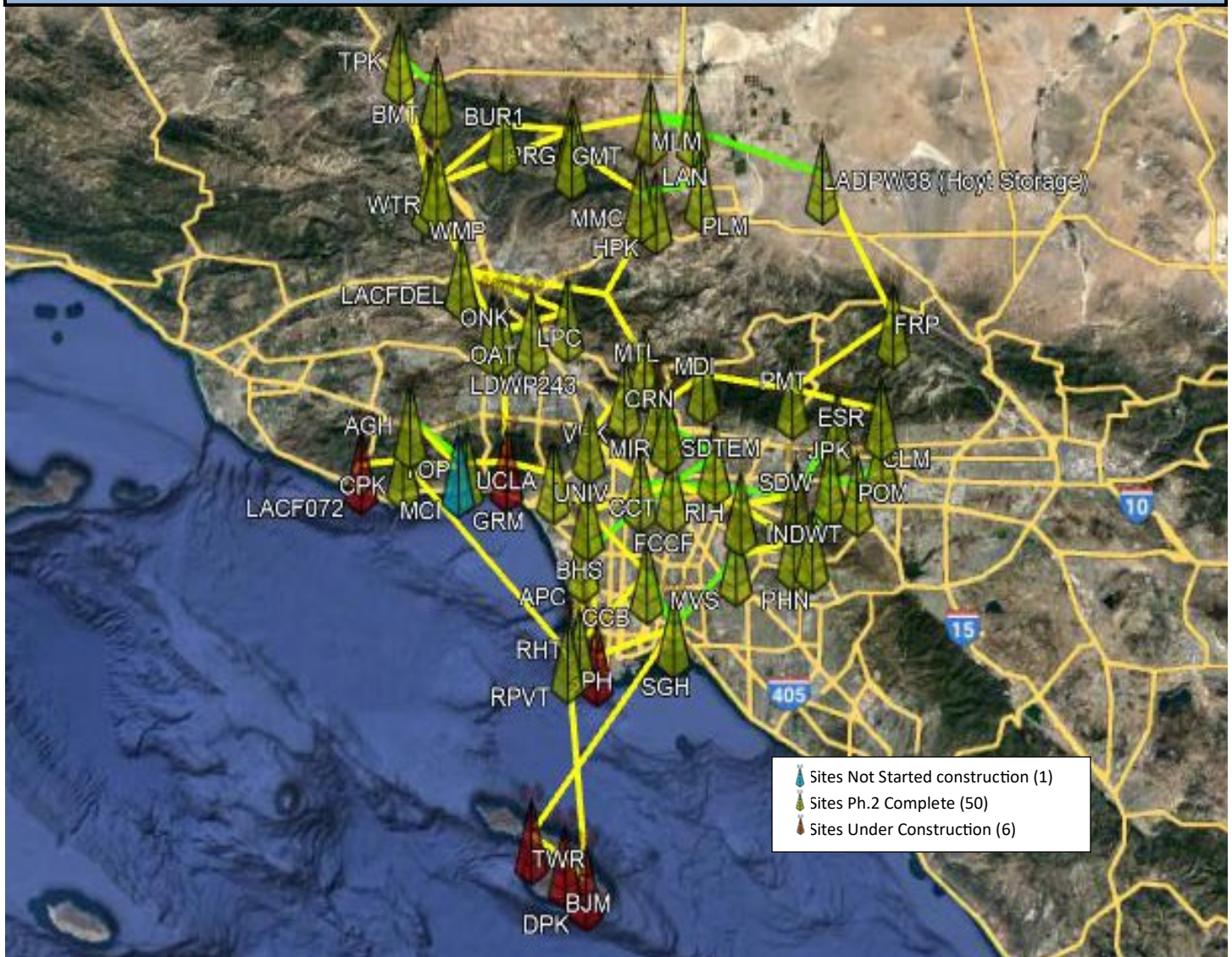
Site/Civil

- All site access agreements (SAA's) are completed and have been transmitted to MSI.
- 58 sites in Network, 53 sites completed through Ph.4a.
- Only 1 site remains to start, MCI
- Over 49 sites have normal power on and are optimized at site level by MSI.
- There are no safety issues to report on in this period.
- The "Project Schedule" with the data date of September 14th, 2021 (version 2) is the current operative baseline Integrated Master Schedule (IMS). The finish date shown on the 9/14/2021DD IMS has a Final System Acceptance date as October 10th, 2023. The Authority reviewed the 1/25/2022DD IMS and found that the document did not meet the minimum requirements for acceptance. The Authority transmitted comments to MSI on 2/15/2022 detailing all of deficiencies. The Authority anticipates discussing the comments with MSI on 3/1/2022.
- The TOP-RELAY site was formally rejected by the Department of Regional Planning (DRP). Thus, the Authority directed MSI to withdraw the application from DRP, since the TOP-RELAY RF equipment installation will be co-located at MCI in accordance with JPA Board approved contract amendment. Significant progress has been made at twelve (12) UASI 19 sites. At this time all of the Ph.2 work is substantially completed and MSI is focused on completing Ph.4 work. The Authority has expressed its concerns to MSI regarding the completion of the Ph.4 work for certain sites on, or before 6/30/2022. The Authority has requested an extension for the UASI 19 Grant performance period until 6/30/2022, based on MSI's need for deadline extension to complete these certain Ph.4 activities. Submission of Ph.2 close-out documentation continues to be a struggle for MSI to complete and submit to the Authority in a timely fashion, nor in accordance with MSI forecasts. Formal correspondence has been sent to MSI to request that all outstanding close-out materials are submitted immediately for past due items.

Network

- Frequency usage, narrow-banding, Agency cut-over process, and cut-over duration remain focal items for the LMR Program Ph.4 Teams. All forecasted dates have been forwarded to Motorola for IMS updates, which are included in the 7/13/2021DD IMS as well as the updated versions that succeeded it, including the approved IMS 9/14/2021DD. System interference on Ch. 16, is still being investigated by the Sheriff's Department and ISD along with the technical leads from the LA-RICS Project Team. The coordination between LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Analog Conventional System (ACVRS) particularly. In July 2021 the ISSI connection to the ICI system was again successfully tested, connecting South Bay ICI users with LA-RICS during an event at SoFi Stadium as well as other successful tests since that time. MSI has made considerable progress on the turn-up of 700Mhz cells for optimization and have reported that they are on schedule for the turnover of the first subsystem, NMDN Ph.1, on August 4th, 2022.
- The LMR Site Map is shown below.

LMR SITE MAP





**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE

The purpose of this discussion item is to provide an update on the Public Safety Broadband Network (PSBN) Round 2 deployment.

JD:mbc

Enclosure

LA-RICS PSBN SITE DEPLOYMENT
Week of 2/25/2022

Site ID	Type	GC	City Planning	MISC Permit HDP /CP	Building Permit Rec'd	SAA Exec	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Close Out	Comments
MML2	Colo	MSI	NA	NA	5/21/2020	Complete	7/31/2020	NA	11/20/2020	11/27/2020	11/30/2020	11/30/2020	3/18/2022	SCE is expected to energize the site on 3/7/2022.
MNTBLPD	Pole	Diversified	NA	NA	9/11/2020	Complete	9/28/2020	8/21/2020	10/16/2020	11/27/2020	11/30/2020	11/30/2020	8/11/2021	Site Complete
POLA1	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	2/5/2021	10/6/2020	3/5/2021	9/15/2021	Site Complete
POLA2	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	10/6/2020	10/6/2020	4/19/2021	7/30/2021	Site Complete
POM2	Roof	Motive	NA	NA	12/23/2020	Complete	2/1/2021	NA	NA	3/12/2021	6/18/2021	10/8/2021	4/1/2022	Updated drawings submitted to the JCC for review and approval. Once approved (expected early March) the work is planned to complete within the month.

Legend	
	Completed
	Forecasted



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

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

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

TP:mbc

AGENDA ITEM H



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SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

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

UPDATE ON COASTAL COMMISSION SITES IN THE LAND MOBILE RADIO SYSTEM

The purpose of this discussion item is to provide an update on key milestones for the Land Mobile Radio (LMR) System sites within the Coastal Zone.

On February 16, 2022, the Department of Regional Planning (DRP) transmitted a letter to the Authority informing the Authority that based on how the site Topanga Peak-RELAY (TOP-RELAY) is currently designed, DRP is unable to provide a recommendation of approval at hearing until the non-compliant barbed wire is removed and the work area is clear of sensitive habitat. The Authority was concerned this would occur due to Motorola Solutions, Inc. (MSI) design not confirming to the requirements of Title 22 specifically as it relates to barbed wire and proximity sensitive habitat zones. At the time of resubmittal in the summer of 2021, Motorola's recommendation to the Authority was to proceed with the design as-is. In light of the recent letter from DRP, the Authority has directed MSI to formally withdraw the Coastal Permit application from DRP.

Fortuitously, given the Authority was concerned about MSI design issues related to fencing and proximity to sensitive habitats, the Authority had also proceeded in parallel with MCI in place of TOP-RELAY.

On February 11, 2022, the Authority received both the 50% CDs from Brandow and Johnson (B&J) for the MCI site and also the Radio Frequency (RF) Design / Floor Plan / Rack Layout from MSI. The Authority conducted internal reviews as well as page turns with each vendor and has returned comments to both B&J and MSI. While we await formal comments from the DRP to the Coastal Permit application, B&J is working to progress design to the 75% CD level with an anticipated submittal to the Department of Public Works (DPW) before the end of March. Outreach to DPW has been conducted so that they know to anticipate the final LMR Building Permit submittal before the end of next month.

TR:mbc

AGENDA ITEM I



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Monterey Park, California 91754
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SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
International Public Safety Association (IPSA) Board of Directors Meeting	February 2, 2022
Weekly Outreach Meeting	February 7, 2022
International Public Safety Association (IPSA) Board of Directors Meeting	February 11, 2022
Emergency Communications Preparedness Center (ECPC) Advanced Technologies Working Group (ATWG) Monthly Meeting	February 16, 2022
Police Advisory Board Meeting	February 16, 2022
International Public Safety Association (IPSA) Board of Directors Meeting	February 17, 2022
Weekly Outreach Meeting	February 28, 2022

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

Authority Staff shared system metrics from the 2022 Rose Bowl and Rose Parade with the County of Los Angeles Sheriff's Department's (LASD) Emergency Operations Bureau (EOB) staff and Pasadena Police Department representatives. The metrics relate useful information such as the number of transmissions per hour, the amount of radios on each talk group and peak usage times. This extremely useful information has never before been available and will be used to help prepare for future large scale events.

AGENDA ITEM J

Authority staff met weekly to discuss new outreach opportunities and followed up on those in progress.

The Executive Director is a member of the IACP Communications and Technology Committee and attends monthly meetings to stay current on communications technology, policy and procedures.

A Memorandum of Understanding (MOU) between LA-RICS and the Hacienda La Puente Unified School District (HLPUSD) is currently with the HLPUSD for approval. Once the MOU is approved, LA-RICS staff will begin the onboarding process.

Representatives from the City of Paramount have been working closely with LA-RICS staff to procure the proper radio equipment to ensure a smooth transition to LA-RICS.

Super Bowl 56 planning had continued this month for LA-RICS participating agencies. LASD's Radio Services staff had provided pre-programmed portable radios for the event.

SC:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

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

Dear Directors:

ACCEPT 2021 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2021 Urban Areas Security Initiative (UASI) funds.

RECOMMENDED ACTION

It is recommended that your Board:

1. Accept \$2,000,000 in grant funds from the Fiscal Year 2021 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2021 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures. Project expenditures for the UASI 21' grants include

Land Mobile Radio (LMR) project management, certain remaining construction work, certain Phase 4 work, as well as funding for unforeseen change orders.

FISCAL IMPACT/FINANCING

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

There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

GS:VM:mbc

c: Counsel to the Authority



SUBAWARD AGREEMENT

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

Title: FY 2021 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

Exhibit A	DHS Standard Conditions
Exhibit B	2021 Standard Assurances for all Cal OES Federal Grant Programs
Exhibit C	Financial Management Forms Workbook
Exhibit D	Modification Request and Reimbursement Request Forms
Exhibit E	CalOES Forms
Exhibit F	Grants Management Assessment Form

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

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

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2021 Urban Area Security Initiative Grant Program, FAIN # EMW-2021-SS-00081, CFDA #97.067, Federal Award Date July 16, 2021. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

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

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$55,420,000.00

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

§1.2 Subaward Information and Period of Performance

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

Subaward amount: **\$2,000,000.00**

Subaward Period of Performance ("Term"): **September 1, 2021
to May 31, 2024**

Match Requirement: **None**

Subrecipient Identifier: **962696089**

Indirect Cost Rate for Subaward: **None**

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

§1.3 Parties and Notice

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

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: jeff.gorell@lacity.org

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

Authorized Representative:	Susy Orellana-Curtiss
Authorized Department:	LA-RICS Administrative Deputy
Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (323) 881-8292 Email: Susy.Orellana-Curtiss@la-rics.org

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

section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # _____, _____/21)

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2021 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2021 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2021 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2021 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

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

§2.2 City Administrative Requirements

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

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

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

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

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

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

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

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

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

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

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

§2.3 DHS and CalOES Requirements

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

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

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

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

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

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending

those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in

accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 21 Subaward:
1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

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

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City’s bi-annual monitoring. Subrecipient shall also

submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

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

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

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

G. Property Standards

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

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to

certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

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

H. Procurement and Contracting Regulations

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

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

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

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to

assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

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

J. Record Retention and Access

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

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

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

K. Cost Principles

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

L. Audit Requirements

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

M. Closeout and Post Closeout

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

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III. STANDARD PROVISIONS

§3.1 Independent Party

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

§3.2 Construction of Provisions and Titles Herein

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

§3.3 Applicable Law, Interpretation and Enforcement

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

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

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

§3.4 Integrated Agreement

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

§3.5 Excusable Delays

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

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

§3.6 Breach

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

§3.7 Prohibition Against Assignment or Delegation

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

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

§3.8 Indemnification

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

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

§3.9 Subcontractor Assurances

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

§3.10 Remedies for Noncompliance

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

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

§3.11 Termination

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

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

§3.12 Amendments

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

§3.13 Complete Agreement

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

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

This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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

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

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. # _____; Date of Approval: _____/21
City Contract Number: _____

EXHIBIT A

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances. Administrative Requirements. Cost Principles. Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

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

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

2021 DHS Standard Terms and Conditions

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

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in

2021 DHS Standard Terms and Conditions

buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

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

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

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

XI. **Duplication of Benefits**

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

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

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

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

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

XVIII. Hotel and Motel Fire Safety Act of 1990

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

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

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

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

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

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#)

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. **Non-Supplanting Requirement**

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

XXIV. **Notice of Funding Opportunity Requirements**

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

XXV. **Patents and Intellectual Property Rights**

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

XXVI. **Procurement of Recovered Materials**

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

XXVII. **Rehabilitation Act of 1973**

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

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

1. **General Reporting Requirements**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. **Proceedings about Which Recipients Must Report**

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or

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procurement contract from the federal government;

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

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

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- c. *Total value of currently active grants, cooperative agreements, and procurement contracts includes—*
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. **Reporting Subawards and Executive Compensation**

1. Reporting of first tier subawards.

- a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*
- b. *Where and when to report.*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. § 170.320](#) (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section

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6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

- 3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - a) As part of the recipient's registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

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

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

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5. Definitions For purposes of this award term:

- a. Federal Agency means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. *Non-Federal Entity*: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive*: means officers, managing partners, or any other employees in management positions.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

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- e. *Subrecipient*: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. **SAFECOM**

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

XXXI. **Terrorist Financing**

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

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

Trafficking in Persons.

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

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.

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- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

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

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

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

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

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

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

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

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

2. Definitions

For purposes of this term:

- a. *System for Award Management (SAM)*: means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. *Unique Entity Identifier*: means the identifier assigned by SAM to uniquely identify business entities.
- c. *Entity*: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - 1) A foreign organization;
 - 2) A foreign public entity;
 - 3) A domestic for-profit organization; and

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- 4) A federal agency.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

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

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

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

EXHIBIT B



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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



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For Cal OES Federal Non-Disaster Grant Programs

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The 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.



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For Cal OES Federal Non-Disaster Grant Programs

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 principals, recipients, or subrecipients:

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

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

5. Non-Discrimination and Equal Employment Opportunity

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



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For Cal OES Federal Non-Disaster Grant Programs

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

8. Audits

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

9. Cooperation and Access to Records

All Applicants 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 sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$30,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

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

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

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

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2021, Version 11.4, hereby incorporated by reference, which can be found at:
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: Los Angeles/Long Beach Urban Area

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Gabriela V. Jasso

Title: Director of Grants and Finance

Date: 12/13/2021

EXHIBIT C

	FEMA Trigger	Line #				Project Information										
Application ID #	National Priority Area	Project Letter	Item #	Sub-Line #	Mayor's Office ID #	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #s Total Allocated	Master Item #s Total Allocated
															\$2,000,000.00	\$-
I-03		A	1	4	2	IJ-1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Planning	Develop and Enhance Plans, Protocols and Systems	Consultants	\$ 2,000,000.00	

EXHIBIT D

LA/LB UASI Modification Request Form

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



REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
						UASI 20
<i>Grant Specialist to complete</i>		Summary and reason for modification request:		Are the modified ledgers attached electronically?		Will the project require approvals?
Contract Amount	\$	-	<i>Equipment Ledger</i>		<i>EHP</i>	
Revised Amount	\$	-	<i>Training Ledger</i>		<i>Sole Source</i>	
Amendment Y/N?			<i>Organization Ledger</i>		<i>EOC</i>	
25% Increase	\$	-	<i>Planning Ledger</i>		<i>Watercraft</i>	
Council/14.8 Y/N?			<i>Exercise Ledger</i>		<i>Aircraft</i>	

Modified From:

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

Modified To:

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

MOPS Use Only:

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

EXHIBIT E

California Governor's Office of Emergency Services

AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY_____ Grant Number_____ Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____ Grant Number_____ Cal OES ID#_____

Other Program FY_____ Grant Number_____ Cal OES ID#_____

Project Amount: UASI \$_____ SHSP \$_____

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

Aircraft _____ Aviation Related Equipment _____
--

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

Equipment & Description	Cost	AEL number

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

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.
7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.
8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.
9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

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

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

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

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

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

Project Amount: UASI \$ _____ SHSP \$ _____

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

Watercraft _____	Watercraft- Related Equipment _____
------------------	-------------------------------------

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

Equipment & Description	Cost	AEL number

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

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

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

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

California Governor's Office of Emergency Services

ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

Subgrantee Name: _____

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

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

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

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

Primary EOC _____

Alternate/Back-up/Duplicate EOC _____

2. Physical address of facility:

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

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

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

- 6.

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

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

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: _____

(Name)

Date: _____

(Signature)

REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION
FOR USE WITH FY2020 AND PRIOR YEAR GRANT AWARDS ONLY

Grant Program:			
Grant Award No.(s):			FIPS #:
Subrecipient Name:			
If Subaward, list second-tier subrecipient:			
Project No.(s):			
Project Title(s):			
Requested Amount:			Contract Total:
Vendor:			

Please complete the following questions based on the entity making the purchase.

1. **Describe what the proposed vendor/contractor will provide:**

2. **Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?**

☐ Yes ☐ No

 If Yes, attach the most recent approval letter and Noncompetitive Procurement Authorization form.

3. **Is this noncompetitive procurement being made under a multi-year contract?**

☐ Yes ☐ No

 If No, proceed to question 6.

4. **If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?**

☐ Yes ☐ No

 If No, proceed to question 6.

5. **If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?**

☐ Yes ☐ No

Note: A price/cost analysis must be performed with every procurement above the Simplified Acquisition Threshold (SAT) including modifications. Modifications include any change to the original contract, including extensions.

If Yes, proceed to question 8.
If No, proceed to question 10.

6. Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract and describe the details of those circumstances for this request under the following below. See 2 C.F.R. Part 200, Subpart D, §200.320 (f).

- The item is available only from a single source. *(Describe and detail the process used to make that determination.)*
- A public necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation. *(Describe the necessity or emergency. Provide details.)*
- After solicitation of a number of sources, the competition was determined inadequate. *(Describe the solicitation process that determined competition was inadequate. Provide details including the length of the solicitation.)*

7. Describe your organization's standard procedures when considering a noncompetitive procurement, including the conditions under which a noncompetitive procurement is allowed, and any other applicable criteria (i.e., approval requirements, monetary thresholds, etc.).

8. Attach a copy of the cost/price analysis for this procurement or contract modification if above the SAT.

9. Do you have documentation to support profit negotiation? See 2 C.F.R. Part 200, Subpart D, §200.323 (b).

☐ Yes ☐ No

Note: Profit must be negotiated for each contract in which there is no price competition and in all cases where cost analysis is performed.

10. Certification:

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

Purchasing Agent:	Name:	Signature:	Date:
Primary Subrecipient:	Name:	Signature:	Date:

Cal OES Internal Use Only	
Date Submitted:	
Procurement Type: <input type="checkbox"/> Single Source <input type="checkbox"/> Public Emergency <input type="checkbox"/> Inadequate Competition	
<p>Attachments enclosed:</p> <p><input type="checkbox"/> Previous Approval Letter</p> <p><input type="checkbox"/> Previous Noncompetitive Procurement Authorization Request form for this item(s)/service(s)</p> <p><input type="checkbox"/> Cost/Price Analysis</p> <p><input type="checkbox"/> Other Supporting Documents: _____</p>	
Program Representative Review - Comments:	
Unit Chief Review - Comments:	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Grants Procurement Compliance Manager – Comments:	
Grants Procurement Compliance Manager:	Date:

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

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

Paperwork Burden Disclosure Notice

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

PRIVACY NOTICE

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

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

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

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

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

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

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: _____

Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

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

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

SECTION B. PROJECT TYPE

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

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

SECTION C. PROJECT TYPE DETAILS

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

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
 - a. Specify the equipment, and the quantity of each: _____
 - b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____
 - c. Complete Section D.
2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
 - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): _____
 - b. Provide the location of the training (physical address or latitude-longitude): _____
 - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No
 - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____
 - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____
 - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____
 - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____
 - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____
 - d. Would any equipment or structures need to be installed to facilitate training? _____
 - If yes, complete Section D
3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** *If so, Complete Section D.*

4. ☐ **Generator installation.**

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

5. ☐ **New construction/addition.**

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

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

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

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

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

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ☐ Yes ☐ No

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

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

l. Distance to nearest existing telecommunication tower: _____

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

• If yes, Describe: _____

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

• If yes, provide Registration #: _____

• If no, why? _____

o. Has the FCCE106 process been completed? ☐ Yes ☐ No

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

• If yes, Describe: _____

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

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

r. Complete Section D.

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

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ Project Installation

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

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

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

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

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

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

2. ☐ Age of structure/building at project site

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

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

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

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

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/>

☐ Yes ☐ No

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

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

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

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

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- c. Was a NEPA document prepared for this project? ☐ Yes ☐ No
- If yes, what was the decision? (Check one, and please attach):
 - ☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
 - ☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

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

Minimum requirements for photographs

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

Best Practices

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

Options for Creating Photographs

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

Example Photographs

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

Figure 1. Example of labeled, color aerial photograph.

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



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

Appendix A. Supporting Photographs for EHP Grant Submissions

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

New CCTV
Camera



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

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

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

Generator Pad,
4 ft x 10 ft x 8 in



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

Appendix A. Supporting Photographs for EHP Grant Submissions

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



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

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

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

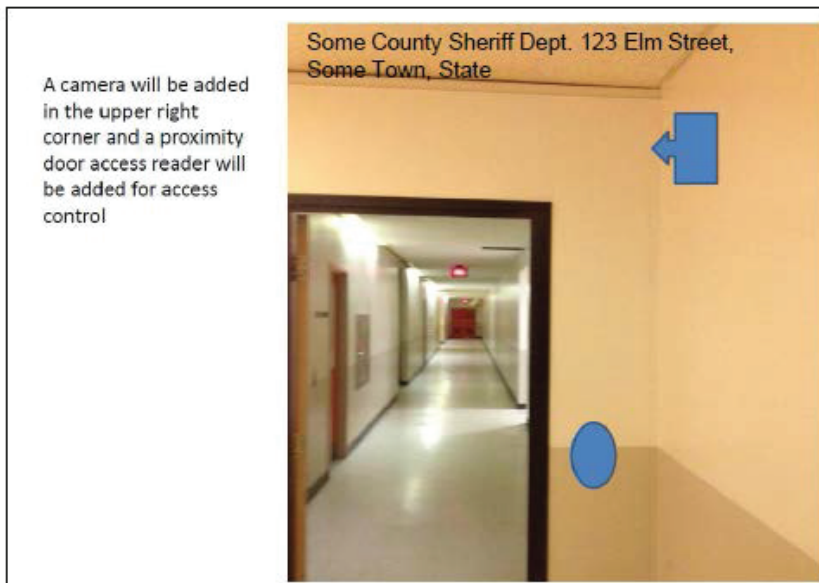


Figure 6. Interior photograph showing proposed location of new equipment.

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

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

EXHIBIT F



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

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year UASI FY21						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						Scoring
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in "No Findings?" If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
Final Score						

Name/Title of Preparer

Signature

Date

Name/Title of Mayor's Office Reviewer #1

Signature

Date

Name/Title of Mayor's Office Reviewer #2

Signature

Date



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

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

Dear Directors:

APPROVE AMENDMENT NO. 90 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 90 to Agreement No. LA-RICS 007 (Agreement) to incorporate a Change Order for a fire suppression system at the Universal Studios (UNIV) site and to extend the bridge warranty for equipment that has been placed in or will be placed in operational use before Final System Acceptance, resulting in an increase to the Maximum Contract Sum in the amount of \$234,668.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that the (a) approval of Amendment No. 90 to contemplate a Change Order Modification at Universal Studios (UNIV) site, related to fire suppression system work at the two existing building locations that constitute Site UNIV, the Universal City Plaza location and the Universal City Walk location, is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Approve Amendment No. 90 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to reflect the following:
 - a. Incorporate one (1) Change Order for a fire suppression system at the UNIV site for a cost increase in the amount of \$60,717.

- b. Extend the bridge warranty for equipment which will bridge the warranty gap until December 31, 2022, for a cost increase in the amount of \$173,951.
3. Authorize an increase to the Maximum Contract Sum in an amount of \$234,668 from \$214,730,005 to \$214,964,673 when taking the recommended actions into consideration.
4. Delegate authority to the Executive Director to execute Amendment No. 90, in substantially similar form to the enclosed Amendment (Enclosure).
5. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 90, as may be necessary.

BACKGROUND

On June 4, 2015, your Board approved Amendment No. 12 to the Agreement to include a bridge warranty for Early Deployment/Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) purchased under previously approved Amendments to bridge the gap in warranty for this equipment. This equipment was put in use earlier than anticipated due to the need for early beneficial use by our member agencies prior to final system acceptance. Your Board has since authorized bridge warranty extensions annually.

With respect to the recommended Change Order, as construction activities continue to progress on the LMR System, approval of certain Change Orders is necessary to address changes made in the field and continue construction and system implementation activities that were not originally contemplated in MSI's scope. As a result, the recommended action before your Board for consideration contemplates one (1) Change Order that has been identified during the construction and implementation process that is necessary to complete the LMR System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 90 to incorporate a Change Order for a fire suppression system at the Universal Studios (UNIV) site and extend the bridge warranty, all actions resulting in an increase to the Maximum Contract Sum by \$234,668.

It is necessary to extend the existing bridge warranty to bridge the gap and ensure certain equipment in use before Final System Acceptance, is maintained during the continued buildout of the LMR System.

Additionally, it is necessary to incorporate a Change Order at the UNIV site in the amount of \$60,717 for Fire Suppression System work that is needed. This Change Order before

your Board was not previously contemplated in the Agreement, but is necessary to complete construction and implementation activities at the UNIV site.

The revisions contemplated in Amendment No. 90 have been reviewed by Authority staff, as well as its consultant (Jacobs) and Motorola, with both parties negotiating and agreeing to the change order, including associated costs.

Further, the change order was presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and County of Los Angeles Fire Department (Fire Department). Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

The CCB participants vetted the revisions presented to your Board for consideration and recommend approval.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 90 will result in an increase to the Maximum Contract Sum by \$234,668 from \$214,730,005 to \$214,964,673. The additional work contemplated in Amendment No. 90 in the amount of \$234,668 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) 19/UASI 21 grants, dependent on the timing of completion of work.

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

cc: Counsel to the Authority

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

RECITALS

This Amendment Number Ninety (together with all exhibits, attachments, and schedules hereto, "Amendment No. 90") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March _____, 2022, based on the following recitals:

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

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

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

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

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

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

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply ("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

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

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

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

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

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in

Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

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

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

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

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

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design) Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign

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

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

- a. Make changes necessary to reflect the removal of thirty-four (34) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost reduction in the amount of \$45,143,083.
- b. Make the changes necessary to reflect the inclusion of nineteen (19) LMR System Sites into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost increase in the amount of \$23,677,589.
- c. Re-baselining of the project management overhead expenses, attributable in the Agreement to each phase of the work that contemplates project management fees, to more accurately reflect the current project scope, and to establish a formula to more accurately price the net impact on project management overhead expenses of any subsequent addition or removal of sites. The re-baseline removes costs on a per site basis to a new per phase deliverable as contemplated in Amendment No. 17 in the amount of \$8,207,108. This re-baselining does however result in a net cost reduction in the amount of \$572,826 which is contemplated in the re-baseline.
- d. Reconcile equipment necessary for certain LMR System Sites as well as the logging recorder as a result of redesign for a cost increase in the amount of \$3,171,159.
- e. Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.
- f. Decreasing the Maximum Contract Sum by \$10,087,227 (-\$45,143,083 + \$23,677,589 + \$8,207,108 + \$3,171,159) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647.

- g Make other certain changes as set forth in Amendment No. 17.

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

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

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

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

Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from \$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

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

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

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

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

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

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

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

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

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the

removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

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

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

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in Amendment No. 37.

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

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

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

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

The Agreement has been previously amended in Amendment Number Forty-Two, effective February 20, 2020, to make changes necessary to (a) reflect a modification to the scope of the Acceptance Testing Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the

amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in Amendment No. 42.

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

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

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

The Agreement has been previously amended in Amendment Number Forty-Six, effective May 11, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 46 which results in a cost increase in the amount of \$375,728 (b) increase the Maximum Contract Sum by \$375,728 from \$290,258,325 to \$290,634,053 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in Amendment No. 46.

The Agreement has been previously amended in Amendment Number Forty-Seven, effective June 16, 2020, to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$3,130,664; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 47 which results in a cost increase in the amount of \$634,535; (c) decrease the Maximum Contract Sum by \$2,496,129 from \$290,634,053 to \$288,137,924 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 47.

The Agreement has been previously amended in Amendment Number Forty-Eight, effective August 17, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 48 which results in a cost increase in the amount of \$10,159; (b) increase the Maximum Contract Sum by \$10,159 from \$288,137,924 to \$288,148,083; and (c) make other certain changes as set forth in Amendment No. 48.

The Agreement has been previously amended in Amendment Number Forty-Nine, effective October 2, 2020, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 49, which results in a cost increase in the amount of \$370,007; (b) increase the Maximum Contract Sum by \$370,007 from \$288,148,083 to \$288,518,090; and (c) make other certain changes as set forth in Amendment No. 49.

The Agreement has been previously amended in Amendment Number Fifty, effective November 24, 2020, to make changes necessary (a) reflect a reconciliation to replace one (1) LMR System Site Sunset Ridge (SUN) with the East Sunset Ridge (ESR) site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), all associated Work, and exercising the Unilateral Options of the same, for a net cost increase in the amount of \$1,293,256; (b) extend the Bridge Warranty for certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2021, for a cost increase in the amount of \$393,906; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 50, which results in a cost increase in the amount of \$375,108; (d) increase the Maximum Contract Sum by \$2,062,270 from \$288,518,090 to \$290,580,360; and (e) make other certain changes as set forth in Amendment No. 50.

The Agreement has been previously amended in Amendment Number Fifty-One, effective January 14, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 51, which result in a cost increase in the amount of \$23,977; (b) increase the Maximum Contract Sum by \$23,977 from \$290,580,360 to \$290,604,337; and (c) make other certain changes as set forth in Amendment No. 51.

The Agreement has been previously amended in Amendment Number Fifty-Two, effective January 22, 2021, to make changes necessary to (a) reconcile the Agreement to reflect a reduction in Phase 2 (Site Construction and Site Modification) for a cost decrease in the amount of \$34,203; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 52, pursuant to Exhibit B.1, Sections 2.1.10 and 2.2.7.3 of the Agreement, which result in a cost increase not to exceed \$34,359; (c) increase the Maximum Contract Sum by a not to exceed amount of \$156 from \$290,604,337 to \$290,604,493 when taking the actions contemplated in Amendment No. 52 into consideration; and (d) make other certain changes as set forth in Amendment No. 52.

The Agreement has been previously amended in Amendment Number Fifty-Three, effective February 11, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 53 for a cost increase in an amount not to exceed \$342,460; (b) increase the Maximum Contract Sum by an amount not to exceed \$342,460 from \$290,604,493 to \$290,946,953 when taking the actions contemplated in Amendment No. 53 into consideration; and (c) make other certain changes as set forth in Amendment No. 53.

The Agreement has been previously amended in Amendment Number Fifty-Four, effective February 18, 2021, to make changes necessary to (a) reflect a reconciliation related to the Leased Fiber Link between FCCF and PLM for a cost decrease in the amount of \$12,360; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 54 for a net cost increase in the amount of \$138,707; (c) increase the Maximum Contract Sum by \$126,347 from \$290,946,953 to \$291,073,300 when taking the actions contemplated in Amendment No. 54 into consideration; and (d) make other certain changes as set forth in Amendment No. 54.

The Agreement has been previously amended in Amendment Number Fifty-Five, effective February 18, 2021, to make changes necessary to (a) incorporate certain LMR Change Order Modifications related to the Outdoor Power System and Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$196,126; (b) increase the Maximum Contract Sum by an amount of \$196,126 from \$291,073,300 to \$291,269,426 when taking the actions contemplated in Amendment No. 55 into consideration; and (c) make other certain changes as set forth in Amendment No. 55.

The Agreement has been previously amended in Amendment Number Fifty-Six, effective March 5, 2021, to make changes necessary to (a) reflect a reconciliation to remove five (5) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, for a cost decrease in the amount of \$3,645,399; (b) incorporate certain LMR Change Order Modifications related to the Biota Reports Equipment at Topanga Peak (TOP) for a cost increase in an amount of \$13,972; (c) decrease the Maximum Contract Sum by an amount of \$3,631,427 from \$291,269,426 to \$287,637,999 when taking the actions contemplated in Amendment No. 56 into consideration; and (d) make other certain changes as set forth in Amendment No. 56.

The Agreement has been previously amended in Amendment Number Fifty-Seven, effective March 11, 2021, to (a) incorporate (a) incorporate a LMR Change Order Modification related to the Removal of a Subgrade Concrete Structure at Castro Peak (CPK) for a cost increase in an amount of \$8,566; (c) increase the Maximum Contract Sum by an amount of \$8,566 from \$287,637,999 to \$287,646,565 when taking the action contemplated in Amendment No. 57 into consideration; and (d) make other certain changes as set forth in Amendment No. 57.

The Agreement has been previously amended in Amendment Number Fifty-Eight, effective April 2, 2021, to (a) reflect a reconciliation of a modification to the scope of

Phase 2 (Site Construction and Site Modification) for one (1) LMR System Site Universal Studios (UNIV) for a cost decrease in the amount of \$57,167; (b) incorporate a LMR Change Order Modification for the UNIV site for a cost increase in an amount of \$61,668; (c) increase the Maximum Contract Sum by \$4,502 from \$287,646,565 to \$287,651,067 when taking the actions contemplated in Amendment No. 58 into consideration; and (c) make other certain changes as set forth in Amendment No. 58.

The Agreement has been previously amended in Amendment Number Fifty-Nine, effective May 14, 2021, to (a) reflect a reconciliation to remove a LMR Change Order Modification for the MTL2 site related to road access for a cost decrease in an amount of \$260,007; (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 59 for a net cost increase in the amount of \$16,130; (c) decrease the Maximum Contract Sum by \$243,877 from \$287,651,067 to \$287,407,190 when taking the actions contemplated in Amendment No. 59 into consideration; and (d) make other certain changes as set forth in Amendment No. 59.

The Agreement has been previously amended unilaterally in Amendment Number Sixty – Unilateral Amendment No. 1, issued May 18, 2021, to make changes necessary to (a) incorporate change orders for the DPK, FRP, MIR and MTL2 sites regarding utility power work and the removal of an existing tower as further described in Unilateral Amendment No. 1 for a not to exceed cost increase in the amount of \$39,866 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$39,866 from \$287,407,190 to \$287,447,056 for the Work contemplated in Unilateral Amendment No. 1; and (c) make other certain changes as set forth in Unilateral Amendment No. 1.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-One – Unilateral Amendment No. 2, issued June 29, 2021, (a) incorporate a change order for the RPVT site for the removal of an extensive amount of concrete debris as further described in Unilateral Amendment No. 2 for a not to exceed cost increase in the amount of \$257,862 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$257,862 from \$287,447,056 to \$287,704,918 for the Work contemplated in Unilateral Amendment No. 2; and (c) make other certain changes as set forth in Unilateral Amendment No. 2.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Two – Unilateral Amendment No. 3, issued July 13, 2021, (a) incorporate a change order for the East Sunset Ridge (ESR) site to condition and blade the access road as further described in Unilateral Amendment No. 3 for a not to exceed cost increase in the amount of \$14,205 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$14,205 from \$287,704,918 to \$287,719,123 for the Work contemplated in Unilateral Amendment No. 3; and (c) make other certain changes as set forth in Unilateral Amendment No. 3.

The Agreement has been previously amended in Amendment Number Sixty-Three, issued July 20, 2021, to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 63 for a cost increase in the amount of \$10,788; (b) increase the Maximum Contract Sum by \$10,788 from \$287,719,123 to

\$287,729,911, when taking the actions contemplated in Amendment No. 63 into consideration; and (d) make other certain changes as set forth in Amendment No. 63.

The Agreement has been previously amended in Amendment Number Sixty-Four, issued July 30, 2021, to (a) incorporate a change order for the Tower Peak (TWR) site related to a Survey for SCE Conveyance as further described in Amendment No. 64 for a cost increase in the amount of \$8,106; (b) increase the Maximum Contract Sum by \$8,106 from \$287,729,911 to \$287,738,017, when taking the actions contemplated in Amendment No. 64 into consideration; and (c) make other certain changes as set forth in Amendment No. 64.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Five – Unilateral Amendment Number Four, issued August 12, 2021, to (a) reconcile Phase 2 Work for the San Pedro Hill (SPH) site reflected in a Change Order Modification as further described in Unilateral Amendment No. 4 for a not to exceed cost increase in the amount of \$945,937; (b) increase the Maximum Contract Sum by \$945,937 from \$287,738,017 to \$288,683,954, for the Work contemplated in Unilateral Amendment No. 4; and (c) make other certain changes as set forth in Unilateral Amendment No. 4.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Six – Unilateral Amendment Number Five, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Magic Mountain Link (MML) site related to additional power utility work as further described in Unilateral Amendment No. 5 for a cost increase in the amount of \$104,344; (b) increase the Maximum Contract Sum by \$104,344 from \$288,683,954 to \$288,788,298, for the Work contemplated in Unilateral Amendment No. 5; and (c) make other certain changes as set forth in Unilateral Amendment No. 5.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Seven – Unilateral Amendment Number Six, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Black Jack Peak (BJM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 6 for a cost increase in the amount of \$60,220; (b) increase the Maximum Contract Sum by \$60,220 from \$288,788,298 to \$288,848,518, for the Work contemplated in Unilateral Amendment No. 6; and (c) make other certain changes as set forth in Unilateral Amendment No. 6.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Eight – Unilateral Amendment Number Seven, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Castro Peak (CPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 7 for a cost increase in the amount of \$78,061; (b) increase the Maximum Contract Sum by \$78,061 from \$288,848,518 to \$288,926,579, for the Work contemplated in Unilateral Amendment No. 7; and (c) make other certain changes as set forth in Unilateral Amendment No. 7.

The Agreement has been previously amended unilaterally in Amendment Number Sixty-Nine – Unilateral Amendment Number Eight, issued, August 19, 2021, to (a)

incorporate a certain LMR change order for the Dakin Peak (DPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 8 for a cost increase in the amount of \$66,682; (b) increase the Maximum Contract Sum by \$66,682 from \$288,926,579 to \$288,993,261, for the Work contemplated in Unilateral Amendment No. 8; and (c) make other certain changes as set forth in Unilateral Amendment No. 8.

The Agreement has been previously amended unilaterally in Amendment Number Seventy – Unilateral Amendment Number Nine, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Green Mountain (GRM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 9 for a cost increase in the amount of \$31,320; (b) increase the Maximum Contract Sum by \$31,320 from \$288,993,261 to \$289,024,581, for the Work contemplated in Unilateral Amendment No. 9; and (c) make other certain changes as set forth in Unilateral Amendment No. 9.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-One – Unilateral Amendment Number Ten, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Los Angeles County Fire Station 072 (LACF072) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 10 for a cost increase in the amount of \$3,367; (b) increase the Maximum Contract Sum by \$3,367 from \$289,024,581 to \$289,027,948, for the Work contemplated in Unilateral Amendment No. 10; and (c) make other certain changes as set forth in Unilateral Amendment No. 10.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Two – Unilateral Amendment Number Eleven, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verdes (RPVT) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 11 for a cost increase in the amount of \$8,044; (b) increase the Maximum Contract Sum by \$8,044 from \$289,027,948 to \$289,035,992, for the Work contemplated in Unilateral Amendment No. 11; and (c) make other certain changes as set forth in Unilateral Amendment No. 11.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Three – Unilateral Amendment Number Twelve, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Sand Pedro Hill (SPH) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 12 for a cost increase in the amount of \$7,761; (b) increase the Maximum Contract Sum by \$7,761 from \$289,035,992 to \$289,043,753, for the Work contemplated in Unilateral Amendment No. 12; and (c) make other certain changes as set forth in Unilateral Amendment No. 12.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Four – Unilateral Amendment Number Thirteen, issued, August 19, 2021, to (a) incorporate a certain LMR change order for the Tower Peak (TWR) site related to rock coring for caissons which includes additional tower foundation drilling as further described

in Unilateral Amendment No. 13 for a cost increase in the amount of \$54,558; (b) increase the Maximum Contract Sum by \$54,558 \$289,043,753 to \$289,098,311, for the Work contemplated in Unilateral Amendment No. 13; and (c) make other certain changes as set forth in Unilateral Amendment No. 13.

This Agreement has been previously amended unilaterally in Amendment Number Seventy-Five – Unilateral Amendment No. 14, issued September 3, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verdes Tee Course (RPVT) site related to utility power work as further described in Unilateral Amendment No. 14 for a cost increase in the amount of \$286,577; (b) increase the Maximum Contract Sum by \$286,577 from \$289,098,311 to \$289,384,888, for the Work contemplated in Unilateral Amendment No. 14; and (c) make other certain changes as set forth in Unilateral Amendment No. 14.

This Agreement has been previously amended unilaterally in Amendment Number Seventy-Six – Unilateral Amendment No. 15, issued September 3, 2021, to (a) incorporate a certain LMR change order for the Topanga Peak (TOP Relay) site related to zoning application as further described in Unilateral Amendment No. 15 for a cost increase in the amount of \$24,740; (b) increase the Maximum Contract Sum by \$24,740 from \$289,384,888 to \$289,409,628, for the Work contemplated in Unilateral Amendment No. 15; and (c) make other certain changes as set forth in Unilateral Amendment No. 15.

This Agreement has been previously amended in Amendment Number Seventy-Seven, issued September 17, 2021, to (a) incorporate certain LMR change orders related to a power meter payment at the Universal Studios (UNIV) site as well as provisioning and installing bollards at the Frost Peak (FRP) site as further described in Amendment No. 77 for a cost increase in the amount of \$16,130; (b) increase the Maximum Contract Sum by \$16,130 from \$289,409,628 to \$289,425,758, when taking the actions contemplated in Amendment No. 77 into consideration; and (c) make other certain changes as set forth in Amendment No. 77.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Eight – Unilateral Amendment No. 16, issued September 24, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to utility power work as further described in Unilateral Amendment No. 16 for a cost increase in the amount of \$7,300; (b) increase the Maximum Contract Sum by \$7,300 from \$289,425,758 to \$289,433,058 for the Work contemplated in Unilateral Amendment No. 16; and (c) make other certain changes as set forth in Unilateral Amendment No. 16.

The Agreement has been previously amended unilaterally in Amendment Number Seventy-Nine – Unilateral Amendment No. 17, issued September 29, 2021, to (a) incorporate a certain LMR change order for the San Pedro Hill (SPH) site related to utility power work as further described in Unilateral Amendment No. 17 for a cost increase in the amount of \$41,045; (b) increase the Maximum Contract Sum by \$41,045 from \$289,433,058 to \$289,474,103 for the Work contemplated in Unilateral Amendment No. 17; and (c) make other certain changes as set forth in Unilateral Amendment No. 17.

The Agreement has been previously amended unilaterally in Amendment Number Eighty – Unilateral Amendment No. 18, issued October 4, 2021, to (a) incorporate a certain LMR change order for the Burnt Peak 1 (BUR1) site related to rock coring for caissons which additional tower foundation drilling as further described in Unilateral Amendment No. 18 for a cost increase in the amount of \$18,960; (b) make changes necessary to reflect a reconciliation related to utility power work at Burnt Peak 1 (BUR1) site for a cost decrease in the amount of \$7,300; (c) increase the Maximum Contract Sum by \$11,660 from \$289,474,103 to \$289,485,763 when taking the actions contemplated in Unilateral Amendment No. 18 into consideration; and (c) make other certain changes as set forth in Unilateral Amendment No. 18.

The Agreement has been previously amended in Amendment Number Eighty-One, issued October 8, 2021 to (a) reflect the removal of one (1) LMR System Site, Saddle Peak (SPN) from the scope of Phase 4 (LMR System Implementation) only for a cost reduction in the amount of \$99,371; (b) reflect the inclusion of one (1) LMR System Site, MCI, inclusive of the line items provided in Attachment A to Amendment No. 81, into the scope of Phase 4 (LMR System Implementation) only for an increase in the amount of \$228,900; (c) exercise the Unilateral Options for all Work pertaining to Phase 4 (LMR System Implementation) for one (1) LMR System Site, MCI; (d) increase the Maximum Contract Sum by \$129,529 from \$289,485,763 to \$289,615,292, when taking the actions contemplated in Amendment No. 81 into consideration; and (e) make other certain changes as set forth in Amendment No. 81.

The Agreement has been previously amended in Amendment Number Eighty-Two, issued October 8, 2021, to (a) revise payments to align with Provisional Subsystem Acceptance; (b) preserve the parties' positions with respect the IMS reflecting an October 2023 completion date; and (c) make other certain changes as set forth in Amendment No. 82.

The Agreement has been previously amended in Amendment Number Eighty-Three, issued November 5, 2021, to (a) incorporate a LMR Change Order Modification related to the Antenna Changes necessitated by FCC Requirements at Burnt Peak1 (BUR1) for a cost increase in an amount of \$17,412; (b) increase the Maximum Contract Sum by \$17,412 from \$289,615,292 to \$289,632,704; and (c) make other certain changes as set forth in Amendment No. 83.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Four – Unilateral Amendment No. 19, issued November 5, 2021, to (a) incorporate a certain LMR change order for the various sites related to field implementation of USFS VIAMM requirements as further described in this Unilateral Amendment No. 19 for a cost increase in the amount of \$168,928; (b) increase the Maximum Contract Sum by \$168,928 from \$289,632,704 to \$289,801,632; and (c) make other certain changes as set forth in Unilateral Amendment No. 19.

The Agreement has been previously amended in Amendment Number Eighty-Five, issued December 23, 2021, to make changes necessary to reflect an overall reconciliation of the scope of the Agreement and Exhibit C (Schedule of Payments) as follows: (a) reflect

a reduction of certain scope of Phase 1 (System Design) work for a cost decrease in an amount of \$529,133; (b) reflect a reduction of certain scope of Phase 2 (Site Construction and Site Modification) work for a cost decrease in an amount of \$495,754, and reflect discounts from Phase 2 (Site Construction and Site Modifications) within C.15 in the amount of \$180,346; (c) reflect a reduction of certain testing contemplated in the scope of Phase 4 (LMR System Implementation) for a cost decrease in the amount of \$636,439, and reflect the reduction of certain Phase 4 (LMR System Implementation) Work for the TOP (Relay) site in the amount of \$77,558, and lastly, reflect the inclusion of certain Phase 4 (LMR System Implementation) Work for the MCI site for a cost increase in the amount of \$146,334, all actions resulting in a net cost decrease to Phase 4 (LMR System Implementation) in an amount of \$567,300; (d) reflect the removal of certain Additive Alternates, in particular, Bounded Area Coverage, Mandatory Building Coverage, Metrorail Coverage, and LMR System Maintenance for Additive Alternates, respectively, for a cost decrease in an amount of \$73,350,438; (e) reflect a reconciliation of certain LMR Change Orders resulting in a cost decrease in an amount of \$10,497; (f) decrease the Maximum Contract Sum by \$75,133,830 from \$289,801,632 to \$214,667,802 and (g) make other certain changes as set forth in Amendment No. 85.

The Agreement has been previously amended in Amendment Number Eighty-Six, issued January 12, 2022, to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 86 for a cost increase in the amount of \$14,386; (b) increase the Maximum Contract Sum by \$14,386 from \$214,667,802 to \$214,682,188; and (c) make other certain changes as set forth in Amendment No. 86.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Seven – Unilateral Amendment No. 20, issued January 28, 2022, to (a) incorporate an Change Order to supply and install 40-feet of waveguide bridge at the Rolling Hills Transmit (RHT) site as further described in Unilateral Amendment No. 20 for a cost increase in the amount of \$5,266; (b) increase the Maximum Contract Sum by \$5,266 from \$214,682,188 to \$214,687,454; and (c) make other certain changes as set forth in Unilateral Amendment No. 20.

The Agreement has been previously amended in Amendment Number Eighty-Eight, issued February 4, 2022, to (a) incorporate four (4) LMR Change Order Modifications as further described in Amendment No. 88 for a cost increase in the amount of \$20,254; (b) increase the Maximum Contract Sum by \$20,254 from \$214,687,454 to \$214,707,708; and (c) make other certain changes as set forth in Amendment No. 88.

The Agreement has been previously amended unilaterally in Amendment Number Eighty-Nine – Unilateral Amendment No. 21, issued February 15, 2022, to (a) incorporate an LMR change order impacting three (3) sites (JPK2, LPC, and MML) related to field implementation of USFS VIAMM requirements as further described in Unilateral Amendment No. 21 for a cost increase in the amount of \$22,297; (b) increase the Maximum Contract Sum by \$22,297 from \$214,707,708 to \$214,730,005; and (c) make other certain changes as set forth in Unilateral Amendment No. 21.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate a Change Order related to a fire suppression system at the Universal Studios (UNIV) site as further described in this Amendment No. 90 for a cost increase in the amount of \$60,717; (b) include SUS/RSUS for Dispatch Sites, Master Sites and DSR Site until June 30, 2022 for a cost increase in the amount of \$28,587; (c) include an Asset Management license renewal until December 31, 2022 for a cost increase in the amount of \$65,364; (d) include repair and restoration services at LMR System Sites as needed on a Time and Material basis for a not-to-exceed amount of \$80,000; (e) increase the Maximum Contract Sum by \$234,668 from \$214,730,005 to \$214,964,673; and (f) make other certain changes as set forth in this Amendment No. 90.

This Amendment No. 90 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 90, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 90 refer to sections of the Agreement, as amended by this Amendment No. 90.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-7083, which are included herein by this reference, pursuant to Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 2, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	UNIV	Universal Studios	MSI-7092	Fire Suppression System	\$60,717
TOTAL AMOUNT:					\$60,717

3. SUS/RSUS Services. The parties agree and acknowledge the Contractor will perform SUS and Remote SUS services at Dispatch Sites, Master Site, and DSR Site (no RF sites) until June 30, 2022 as set forth in Exhibit D.2.1 (Motorola Customer Support Plan), which is revised pursuant to Section 7.8 of this Amendment No. 90, in exchange for \$28,587 as set forth in Exhibit C.20 (LMR Bridge Warranty) of Exhibit C (Schedule of Payments).
4. Asset Management License Renewal. The parties agree and acknowledge the Contractor will provide the Authority with an Asset Management License renewal

until December 31, 2022 as set forth in Exhibit D.2.1 (Motorola Customer Support Plan), which is revised pursuant to Section 7.8 of this Amendment No. 90, in exchange for \$65,364 as set forth in Exhibit C.20 (LMR Bridge Warranty) of Exhibit C (Schedule of Payments).

5. Repair and Restoration Services on a Time and Materials Basis. The parties agree and acknowledge the Contractor will provide the Authority with repair and restoration services for LMR System Sites as needed on a Time and Materials Basis for a not-to-exceed amount of \$80,000 as set forth in Exhibit C.20 (LMR Bridge Warranty) of Exhibit C (Schedule of Payments) which will be based on Field Service Time and Material Labor and Service Hourly Rates set forth in Exhibit C.11 (Hourly Rates) which is revised pursuant Section 7.2 of this Amendment No. 90.

Service Description	Hourly Rates
Regular Business Hours (8:00 a.m. to 4:30 p.m., Monday – Friday) (4 hour minimum charge)	\$187.50
After 4:30 p.m. Monday-Friday and Saturdays (4 hour minimum charge)	\$281.25
Sundays and Holidays (4 hour minimum charge)	\$375.00
Notes: 1. Field Service travel billed port to port at the applicable hourly rate. 2. Time and Material response and work are subject to technical resource availability on a case-by-case basis. No response time guaranteed nor implied. 3. Materials needed for repair or restoration will be quoted at prevailing prices at time of response. 4. All response will require a customer purchase order be provided in advance. Such purchase order will be issued against the not-to-exceed amount pursuant to this Amendment No. 90.	

6. Amendments to Agreement.

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

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Fourteen Million, Nine Hundred Sixty-Four Thousand, Six Hundred Seventy-Three Dollars (\$214,964,673) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 6.2 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 Fifty-Seven Million, Seven Hundred Ten Thousand, Five Hundred Eighty-Seven Dollars (\$157,710,587). Notwithstanding the foregoing, Contractor shall

not be liable to the Authority for any special, incidental, indirect, or consequential damages.

7. Amendments to Agreement Exhibits.

- 7.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 90 and incorporated herein by this reference.
- 7.2 Exhibit C.11 (Hourly Rates) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.11 (Hourly Rates), which is attached to this Amendment No. 90 and incorporated herein by this reference.
- 7.3 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 90 and incorporated herein by this reference.
- 7.4 Exhibit C.20 (LMR Bridge Warranty) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.20 (LMR Bridge Warranty), which is attached to this Amendment No. 90 and incorporated herein by this reference.
- 7.5 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 90 and incorporated herein by this reference.
- 7.6 Exhibit D (LMR System Maintenance and Warranty) Section 8 (Bridge Warranty for Network Management Stations (NMS) and Console Equipment) and Section 9 (Bridge Warranty for Specified Equipment), are deleted in their entirety and replaced with the following Section 8 (Repair/Restoration and Other Services) to reflect Repair and Restoration Services provided on a Time and Material basis as well as other services being provided. The Authority may, at a later date, elect to proceed with a complete Bridge Warranty package. In the event that occurs, the Authority and Contractor will mutually agree on the scope and cost and an Amendment will be processed pursuant to the Agreement.

8. Repair/Restoration and Other Services

Contractor will provide the Authority with repair and restoration services on a time and materials basis for all LMR System Sites, provide SUS and RSUS services, and provide an Asset Management license renewal pursuant to Exhibit D.2.1 (Motorola

Customer Support Plan), which was amended and restated under Amendment No. 90.

- 7.7 Exhibit D.2. (Statement of Work) is deleted in its entirety pursuant to this Amendment No. 90.
- 7.8 Exhibit D.2.1 (Motorola Customer Support Plan) is deleted in its entirety and replaced with Exhibit D.2.1 (Motorola Customer Support Plan), which is attached to this Amendment No. 90 and incorporated herein by this reference.
- 7.9 Exhibit D.2.2 (Equipment Lists for FCCF and PLM) is deleted in its entirety pursuant to this Amendment No. 90.
- 8. This Amendment No. 90 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 8.1 An authorized agent of Contractor has executed this Amendment No. 90;
 - 8.2 Los Angeles County Counsel has approved this Amendment No. 90 as to form;
 - 8.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 90; and
 - 8.4 The Executive Director of the Authority has executed this Amendment No. 90.
- 9. Except as expressly provided in this Amendment No. 90, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
- 10. Contractor and the person executing this Amendment No. 90 on behalf of Contractor represent and warrant that the person executing this Amendment No. 90 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 90, and that all requirements of Contractor to provide such actual authority have been fulfilled.
- 11. This Amendment No. 90 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 90 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: _____

Arturs A. Vanags
Motorola Project Director

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

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 41,754,828	\$ 3,117,312	\$ 38,637,516
Phase 2	\$ -	\$ 43,222,351	\$ 4,212,845	\$ 39,009,506
Phase 3	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 162,045,908	\$ 13,570,061	\$ 148,475,846
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 162,045,908	\$ 13,570,061	\$ 204,374,364
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,362,795	\$ 336,280	\$ 3,026,516
LMR Unilateral Amendments		\$ 1,294,103	\$ 129,410	\$ 1,164,693
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,959,087		\$ 1,959,087
SUBTOTAL	\$ 130,552,956	\$ 174,577,456	\$ 21,721,194	\$ 283,409,216
TOTAL CONTRACT SUM:	\$174,577,456			
LMR Discounts^(Note 2)	-\$16,815,301			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$214,964,673			

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.

EXHIBIT C.11 - SCHEDULE OF PAYMENTS

HOURLY RATES

Construction Related Services	
Position	Hourly Rate
Program Manager	\$213
Project Manager	\$175
PM Supervisor	\$172
Construction Supervisor	\$118
Systems Engineer	\$188
Systems Technologist	\$177
Project Administrator (Documentation, etc.)	\$118

Non-Construction Related Services (Motorola)	
Position	Hourly Rate
Program Director	\$255
Program Manager	\$213
Project Manager	\$203
PM Supervisor	\$192
Architect	\$221
Network Engineer	\$207
Systems Engineer	\$204
RF Engineer	\$192
Systems Technologist	\$177
Project Administrator (Documentation, etc.)	\$138

Non-Construction Related Services (Subcontractors)	
Position	Hourly Rate
Installer (Cabling, Equipment Placement)	\$125
Weekly Rate (more than 40 hours and less than 173 hours)	\$119
Monthly Rate (more than 173 hours)	\$113
Tower Climber (Antenna Installation and Alignment)	\$143
Weekly Rate (more than 40 hours and less than 173 hours)	\$136
Monthly Rate (more than 173 hours)	\$129

Field Service Time and Material Labor and Service Rates	
Service Description	Hourly Rate
Regular Business Hours (8:00 a.m. to 4:30 p.m., Monday – Friday) (4 hour minimum charge)	\$187.50
After 4:30 p.m. Monday-Friday and Saturdays (4 hour minimum charge)	\$281.25
Sundays and Holidays (4 hour minimum charge)	\$375.00
Notes: 1. Field Service travel billed port to port at the applicable hourly rate. 2. Time and Material response and work are subject to technical resource availability on a case-by-case basis. No response time guaranteed nor implied. 3. Materials needed for repair or restoration will be quoted at prevailing prices at time of response. 4. All response will require a customer purchase order be provided in advance. Such purchase order will be issued against the not-to-exceed amount pursuant to this Amendment No. 90.	

SCHEDULE OF PAYMENTS

EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

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

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
Amendment No. 37 Subtotal			\$ 56,337	\$ 5,634	\$ 50,703
Amendment No. 38					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ (121,819)	\$ (12,182)	\$ (109,637)
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
Amendment No. 38 Subtotal			\$ (47,393)	\$ (4,739)	\$ (42,654)
Amendment No. 39					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 43,271	\$ 4,327	\$ 38,944
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
Amendment No. 39 Subtotal			\$ 73,606	\$ 7,361	\$ 66,245
Amendment No. 41					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 51,024	\$ 5,102	\$ 45,922
MSI-5069	RPV1	New Phase 1 Work	\$ 54,696	\$ 5,470	\$ 49,226
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ -	\$ -	\$ -
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 48,041	\$ 4,804	\$ 43,237
MSI-5087	MTL2	Road Repair Design	\$ 2,200	\$ 220	\$ 1,980
Amendment No. 41 Subtotal			\$ 245,478	\$ 24,548	\$ 220,930
Amendment No. 43 and Amendment No. 44					
MSI-6017	RIH	Addition of Microwave Link	\$ 51,604	\$ 5,160	\$ 46,444
MSI-6016	SPH	Addition of Microwave Link	\$ 61,638	\$ 6,164	\$ 55,474
MSI-6015	UNIV	Addition of Microwave Link	\$ 74,711	\$ 7,471	\$ 67,240
Amendment No. 43 and Amendment No. 44 Subtotal			\$ 187,953	\$ 18,795	\$ 169,158
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	\$ 41,676	\$ 4,168	\$ 37,508
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			\$ 751,893	\$ 75,189	\$ 676,704
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					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ -	\$ -	\$ -
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
Amendment No. 49 Subtotal			\$ 110,000	\$ 11,000	\$ 99,000
Amendment No. 50					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
Amendment No. 50 Subtotal			\$ 375,108	\$ 37,511	\$ 337,597
Amendment No. 51					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
MSI-6096	CCB	Microwave Installation Modification	\$ -	\$ -	\$ -
Amendment No. 51 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
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					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 196,126	\$ 19,613	\$ 176,513
Amendment No. 55 Subtotal			\$ 196,126	\$ 19,613	\$ 176,513
Amendment No. 56					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58					
MSI-7025	UNIV	Redesign Work	\$ 61,668	\$ 6,167	\$ 55,501
Amendment No. 58 Subtotal			\$ 61,668	\$ 6,167	\$ 55,501
Amendment No. 59					
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	\$ 509	\$ 51	\$ 458
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
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					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
Amendment No. 90 Subtotal			\$ 60,717	\$ 6,072	\$ 54,645
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 3,362,795	\$ 336,280	\$ 3,026,516

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.20 - LMR BRIDGE WARRANTY

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Contract Sum - Payable Amount
Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 12)		
	SOW	\$ 57,720
	UHF Stations	\$ -
	700 MHz Stations	\$ -
	Satellite Terminal	\$ -
	PTP800 Backhaul	\$ -
	Motobridge	\$ -
	Station B	\$ 44,853
	UHF Stations	\$ -
	700 MHz Stations	\$ -
	Trailer	\$ -
	Satellite Terminal	\$ -
	PTP800 Backhaul	\$ -
	Motobridge	\$ -
	Early Equipment Shipment	\$ 351,772
	Core 1 & Repeater Sites	\$ -
	Core 2 Equipment	\$ 189,992
Base.22.3.2	Performance Bond for Specified Equipment Bridge Warranty	\$ 3,196
Total for Specified Equipment Bridge Warranty:		\$ 647,533
Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 34)		
	Bridge Warranty Extension for the Early Deployment/Specified Equipment (Through 12/31/2019)	\$ 430,800
Total for Early Deployment/Specified Equipment Bridge Warranty Extension:		\$ 430,800
Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 42)		
	Bridge Warranty Extension for the Early Deployment/Specified Equipment (Through 12/31/2020)	\$ 312,897
Total for Early Deployment/Specified Equipment Bridge Warranty Extension:		\$ 312,897
Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 50)		
	Bridge Warranty Extension for the Early Deployment/Specified Equipment (Through 12/31/2021)	\$ 393,906
Total for Early Deployment/Specified Equipment Bridge Warranty Extension:		\$ 393,906
Early Deployment/Specified Equipment Bridge Warranty Extension (AMENDMENT NO. 90)		
	Repair and Restoration Services on a Time and Materials Basis	\$ 80,000
	Asset Management License until December 31, 2022	\$ 65,364
	SUS and Remote SUS services at Dispatch Sites, Master Site, and DSR Site (no RF sites) until June 30, 2022	\$ 28,587
Total for Early Deployment/Specified Equipment Bridge Warranty Extension:		\$ 173,951
TOTAL FOR ALL LMR BRIDGE WARRANTY		\$1,959,087

SCHEDULE OF PAYMENTS

EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

TOTAL HOLDBACK AS OF AMENDMENT NO. 90	HOLDBACK
Phases 1 to 4 Holdback	13,570,061
LMR Change Order Modifications Holdback	336,280
LMR Unilateral Amendments Holdback	129,410
MPLS Mobile Backhaul Holdback	220,000
Subsystem Hold Back Total	14,255,751

Subsystem	Date of Completion	Percentage	Payment of Subsystem Phase 4 Completion Acceptance	Subsystem Acceptance Testing	Release of Holdback at each Subsystem Acceptance	Release of \$1.5M of Holdback at Final Acceptance	Release of 5% of Holdback One Year After System Acceptance	Total
NMDN (Phase 1)	7/19/2022	10%	\$921,735	\$256,323	\$554,179	\$149,481	\$706,123	\$2,587,840
DTVRS	3/10/2023	55%	\$5,069,545	\$1,409,776	\$3,082,958	\$826,817	\$3,938,492	\$14,327,587
LARTCS	7/28/2023	10%	\$921,735	\$256,323	\$554,179	\$149,481	\$706,123	\$2,587,840
ACVRS	8/3/2023	20%	\$1,843,471	\$512,646	\$1,113,983	\$300,000	\$1,424,426	\$5,194,526
NMDN (Phase 2) Completion final System Documentation	9/26/2023	5%	\$460,868	\$128,161	\$270,138	\$74,221	\$346,970	\$1,280,358
Functional Test Acceptance				\$380,828	\$21,157		\$21,157	\$423,142
Special Operational Test Acceptance				\$0	\$0		\$0	\$0
Stress Test Acceptance				\$0	\$0		\$0	\$0
Voice Aerial Coverage Test Acceptance				\$0	\$0		\$0	\$0
Voice Waterway Coverage Test Acceptance				\$0	\$0		\$0	\$0
Voice Subscriber Access Test Acceptance				\$95,207	\$5,289		\$5,289	\$105,785
NMDN CAD Baseline System Test Acceptance				\$47,603	\$2,645		\$2,645	\$52,893
Final System Acceptance		100%	\$9,217,354	\$3,086,867	\$5,604,527	\$1,500,000	\$7,151,224	\$26,559,972



MOTOROLA SOLUTIONS

MOTOROLA CUSTOMER SUPPORT PLAN

Prepared For:

LA RICS

**2525 CORPORATE PLACE STE 200
MONTEREY PARK, CA 91754**

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1. Introduction
2. Glossary of Terms
3. Warranty and/or Service Information
4. Contacts Details: Customer & Motorola Solutions
5. List of Available Services
6. How to Obtain Services with Site Summary
7. Case Notifications Contacts

1. Introduction

Your Customer Support Plan contains everything you need to know to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola supports your communication system with several expert service groups, each performing a specific function and working together to provide you with fast response and quick closure to issues.

The Terms and Conditions of customer contract agreement will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s)

Please take a moment to review this Customer Support Plan. Your Customer Support Manager can answer any further questions you may have.

2. Glossary of Terms and Acronyms

Case Number	The number assigned to a customer's request for service. The Call Center electronically tracks all Case Numbers to assure customer satisfaction.
CSM	Customer Support Manager
CSP	Customer Support Plan
ETA	Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.
FRU	A Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.
IDO	Infrastructure Depot Operations
Local Service Provider	A Customer authorized service provider or a Motorola Field Technical Representative
MSD	Motorola Service Desk
Response	Response times are defined as having an on-site technician, or a remote systems support specialist having taken assignment of the issue and working on the system.
RSC	Radio Service Center – Subscriber repair center
SCC	System Component Center - Systems Repair Center
SSC	System Support Center
Severity	Each incoming call is assigned a severity level of Severity One, Two, Three and Four. Severity levels determine the Response Time Commitments.

3. Warranty and/or Service Agreement Information

Customer Number: 1036733196

Billing Tag : 0001

Service Agreement Information

Service Agreement number : USC000005382

Service Agreement Modifier : R02-SEP-20 11:53:45

Service Agreement start date: 01-JAN-2022

Service Agreement end date : 30-JUN-2022 (SUS/RSUS); 31-DEC-2022 (Asset Management)

4. Motorola Solutions and Customer Contacts

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is	Rob Russell
Phone:	714-853-2012
Email:	Rob.Russell1@motorolasolutions.com

Account Manager

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	Jeff Ashton
Phone:	954-605-3762
Email:	Jeff.Ashton@motorolasolutions.com

Key Customer Contacts

Please contact CSM if any of the information provided below has changed.

Primary Address:

La Rics
2525 Corporate Place Ste 200,
Monterey Park, CA 91754

Customer Communications Director:

Primary: Scott Edson
Phone: 323-881-8281
Email: scott.edson@la-rics.org

Primary: Ted Pao
Phone: 323-881-8028
Email: TPao@lasd.org

5. Overview of Service Descriptions

This section briefly describes the services **LA RICS** will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Manager.

Essential Services:

- Security Update Service/Remote SUS
- Asset Management License Renewal (Jan 1, 2022 – Dec 31, 2022)

T&M

- Call SSC @ 800-323-9949 to open a case
- Use Site ID: A069F1 when contacting SSC

6. How to Obtain Contracted Sold Services

Service Calls will be used for many customer initiated requests. The information provided during the service call will be type of request.

To Place a Service Call...

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	LA RICS
3	Type of Request	"I would like to open a service call" : Incident/Service Request /Technical Question
4	Provide System & Site ID #	Refer to Site Summary
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Issue	As detailed as possible.
8	Record the Service Case Number provided to you by the Customer Support Representative for service call tracking purposes.	
	If on site support is required to resolve the service request, the Customer Support Representative will dispatch the appropriate local field service provider.	
	To inquire on the Status of a Service Call...	
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	LA RICS
3	Provide Type of Request	"I would like to check on the status of a Issue."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

7. Case Notifications Contacts

The following persons at LA RICS will be notified when the following events occur on a Case:

Open and Closure only

Name: Micah Schirmer
Email: jktw67@motorolasolutions.com

Name: Ted Pao
Email: tpao@lasd.org

SSC Site Summary with Services

SITE ID	SITE NAME	SITE ADDRESS	SERVICE PROVIDER	D I S	T S	O I R	S U S	R S U S	N P M 1	I R
A069F1	FCCF REDUNDANT ACTIVE	1320 N EASTERN AVE LOS ANGELES, CA 90063	California Region FSO Toluca Lake, CA				X	X		
A069F1B1_(DSR)	PLM REDUNDANT INACTIVE	750 E AVE Q- PALMDALE, CA 93550	California Region FSO Toluca Lake, CA				X	X		
A069F1D1	FCCF DISP 1	1320 N EASTERN AVE LOS ANGELES, CA 90063	California Region FSO Toluca Lake, CA				X	X		
A069F1D3	SCC DISP 1	1320 N EASTERN AVE LOS ANGELES, CA 90063	California Region FSO Toluca Lake, CA				X	X		
A069F1D4	LA HQ	2525 CORPORATE PLACE STE 200 MONTEREY PARK, CA 91754	California Region FSO Toluca Lake, CA				X	X		

Acronym	Meaning
RSUS	Remote Security Update Service
SUS	Security Update Service



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

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

Dear Directors:

**DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND
EXECUTE AMENDMENT NO. 1 TO AGREEMENT NO. 328640.C WITH AT&T CORP.
FOR CONTINUED ROUTER INSTALLATION SERVICES**

SUBJECT

Board approval is requested to authorize the Executive Director to finalize and execute Amendment No. 1 to Agreement No. 328640.C (Agreement) substantially similar in form to the enclosed document with AT&T Corp. (AT&T) to extend the term of the Agreement up to December 31, 2023, for continued router installation services and other router services that may be needed.

RECOMMENDED ACTION

It is recommended that your Board:

Authorize the Executive Director to finalize and execute Amendment No. 1 in substantially similar form to the Enclosure, to extend the term of Agreement No. 328640.C with AT&T Corp. (AT&T) up to December 31, 2023 to allow for router installation services to continue as well as obtain router services and/or router enhancements that may be needed.

BACKGROUND

On December 14, 2017, your Board authorized the Executive Director to execute a Business Agreement with AT&T and the Authority to allow the Authority to (a) accept \$12,000,000; (b) accept up to 3,300 replacement routers, SIMs, and devices, of the Authority's choosing, if the Authority and PSBN's end users' devices were incompatible with FirstNet's NPSBN; and (c) accept \$2.5 million to pay for replacement services and installation of any routers and SIMS that required replacement.

AGENDA ITEM M

On June 27, 2018, your Board approved Amendment No. 1 to the Business Agreement with AT&T, which allowed the Authority to accept an increased amount of routers, SIMs, and devices of the Authority's choosing from 3,300 to 4,300.

On April 5, 2019, in connection with the Business Agreement, AT&T and the Authority entered into Agreement No. 328640.C for router installation services to be performed in 3,300 vehicles belonging to the County of Los Angeles Sheriff's Department (LASD) and 1,000 vehicles belonging to the County of Los Angeles Fire Department (LACOFD), with allocated funding provided by AT&T totaling \$2,500,000. Installation of the 4,300 vehicle routers was estimated to be completed by December 31, 2021; however, due to supply chain issues, depleted workforce, and software/firmware challenges, additional time is required to complete the router installations and corresponding services.

In order to complete the router swap work we seek your Board's approval of Amendment No. 1 to Agreement No. 328640.C.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow AT&T and the Authority to continue installing routers in 4,300 LASD and LACOFD vehicles. Both AT&T and the Authority desire to extend the agreement up to December 31, 2023.

Additionally, approval and execution of Amendment No. 1 will allow the Authority to utilize any unused balance of the \$2,500,000 for additional services to support the router swap program, mutually agreed to by AT&T, LASD, LACOFD and LA-RICS.

FISCAL IMPACT/FINANCING

The recommended action has no fiscal impact as your Board previously approved Agreement No. 328640.C which allowed the Authority to accept \$2,500,000 router installation/swap services for 4,300 routers.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

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,

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

SCOTT EDSON
EXECUTIVE DIRECTOR

JA:ms

F:\AT&T AGREEMENT\Snap Out Agreement\Amendment No. 1\Board Letter_ATT Snap Out Amendment 1_02.16.22v5.docx

Enclosure

cc: Counsel to the Authority

Amendment No. 1

No. 328640.A.001

Between

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

And

AT&T Corp.

Proprietary and Confidential

This Amendment is not for use or disclosure outside of AT&T, its Affiliates, and its and their third party representatives, and Supplier except under written agreement by the contracting Parties.

AMENDMENT NO. 1
TO
AGREEMENT NO. 328640.C

After all Parties have signed, this Amendment No. 1 is made effective as of the last date signed by a Party and is between Los Angeles Regional Interoperable Communications System Authority (“Supplier”), and AT&T Corp. (“AT&T”) each a “Party” and, together, the “Parties”.

WITNESSETH

WHEREAS, Supplier and AT&T entered into Agreement No. 328640.C, (the “Agreement”) on July 1, 2018 (the “Effective Date”);

WHEREAS, the Agreement expired by its terms on December 31, 2021 (“Expiration Date”);

WHEREAS, after such Expiration Date, the Parties have continued to perform under the Agreement as if it had not expired, and with the intention of extending its term;

WHEREAS, AT&T and Supplier now desire to revive the Agreement and to extend its term and to formalize the validity and continuation of the Agreement, and ratify all actions taken place in furtherance of the Agreement since its Effective Date; and

WHEREAS, Supplier and AT&T also desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Parties agree to revive the Agreement and to extend its term as set forth below and agree that it shall be deemed to have been in effect continuously since the Effective Date. The Parties further agree to ratify all past actions taken between the above-referenced Expiration Date and the date when this Amendment is effective.
2. Term of Agreement
 - a. For purposes of extending the term of this Agreement, the Expiration Date of the Agreement is deleted in its entirety and replaced with the new Expiration Date of December 31, 2023.
 - b. Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to the Order’s scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

Proprietary and Confidential

This Amendment is not for use or disclosure outside of AT&T, its Affiliates, and its and their third party representatives, and Supplier except under written agreement by the contracting Parties.

- c. Appendix B (Statement of Work) is revised to include a new Section (Additional Services) as follows:

"Additional Services

In the event the \$2,500,000 is not completely expended on router installation services, router swap services, project management, etc. as set forth in this Appendix B (Statement of Work), such remaining balance can be used for Additional Services to maintain and extend the life of the routers and/or to provide any necessary support to the router swap program in further support of the FirstNet effort (e.g. purchase firmware updates, research and development activities, server upgrades to facilitate router upgrades, etc.)."

The terms and conditions of the Agreement in all other respects remain unmodified and in full force and effect.

Original signatures transmitted and received via facsimile, other electronic transmission of a scanned document (e.g., pdf or similar format), and digital signatures meeting the requirements of the Uniform Electronic Transactions Act or the Electronic Signatures in Global and National Commerce Act, are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Amendment may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

**Los Angeles Regional Interoperable
Communications System Authority**

AT&T Corp.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proprietary and Confidential

This Amendment is not for use or disclosure outside of AT&T, its Affiliates, and its and their third party representatives, and Supplier except under written agreement by the contracting Parties.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

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

Dear Directors:

DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE, FINALIZE, AND EXECUTE AN ACCESS AGREEMENT WITH BKK CORPORATION FOR THE PURPOSE OF DELIVERING POWER TO LMR BKK SITE

SUBJECT

Board approval is requested to authorize the Executive Director to complete negotiations, finalize, and execute an Access Agreement (Agreement) substantially similar in form to the enclosed document with BKK Corporation (the Power Provider) that would allow the Authority to access a portion of the Power Provider's property, in particular the electrical transformer, in order to provide power to the BKK Landfill (BKK) site for an annual fee of \$9,000, and shall not increase by more than 5% annually. This annual fee would cover the Authority's power consumption for the BKK site, similar to payments made to other power providers, such as Southern California Edison, for other LMR sites across the County.

RECOMMENDED ACTIONS:

It is recommended that your Board:

1. Find the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Authorize the Executive Director to complete negotiations, finalize, and execute the Access Agreement substantially similar in form to the Enclosure, that would grant access to the Authority to the Power Provider's property and its electrical transformer in order to provide power to the BKK site, with a total consumption /

power access fee totaling \$9,000 on an annual basis, and shall not increase by more than 5% annually.

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

BACKGROUND

On May 17, 2018, your Board approved a Site Access Agreement (SAA) with the City of West Covina that provided the Authority with a license to use a portion of their property for use of the BKK site as a LMR communication site.

The Power Provider agrees to grant access and connection to the electrical transformer on the Power Provider's property that will, in turn, energize the BKK site, should your Board approve this action. The Authority and its Subject Matter Experts (SMEs) have reviewed the agreement and the corresponding annual cost for access and use of power and have determined them to be appropriate and within industry standards for projected power usage at the site.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Execution of the Agreement would allow the Authority to access the Power Provider's electrical power utility, which is necessary for the BKK site to operate. This is analogous to the Authority accessing the Southern California Edison power grid for many of the LMR sites across the County. The difference here is that provider of electrical utility power for the BKK site is instead, the Power Provider, and not Southern California Edison.

FISCAL IMPACT/FINANCING

The cost for projected power usage at the BKK site is for a not to exceed amount of \$9,000 on an annual basis and shall not increase by more than 5% annually. The use shall continue until the Authority disconnects from the Power Provider's electrical transformer and restores the equipment and property to its original condition prior to installation. This cost will cover the annual projection of power use at the BKK site. The cost for this power usage is included in the LA-RICS Adopted FY 21-22 Budget and such cost will be included in subsequent budget years.

ENVIRONMENTAL DOCUMENTATION

The proposed action contemplated in this Board Letter is not a project pursuant to CEQA because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to approve and execute an

Agreement with the Power Provider is an administrative activity of government, which will not result in direct or indirect changes to the environment. Authority staff will return to your Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

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

ACCESS AGREEMENT FOR POWER USAGE

THIS ACCESS AGREEMENT FOR POWER USAGE ("the Agreement") is entered into between BKK Corporation, 2210 South Azusa Avenue, West Covina, CA, 91792 (**the "Owner"**), and Los Angeles Regional Interoperable Communications System, 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 (**"LARICS"**), a California Joint Powers Authority.

- 1) The Owner warrants and represents that it is the owner of property located at 2210 South Azusa Avenue, West Covina, California 91792 (the "Property"), and hereby grants permission to LARICS and its agents, employees, authorized agents, successors and assigns, to enter and have access to a portion of the Property to access Owner's electrical transformer. The Parties acknowledge and confirm that LARICS has already been given access for this express purpose by Owner and has been using such access and electrical hookup to the Owner's transformer for the past approximate 1 year. The Parties agree that going forward the Owner is entitled to be compensated for this access and power usage.
- 2) LARICS may continue to enter upon the Property to the extent LARICS deems necessary to repair and maintain its property and equipment and will act in a reasonable, professional and business manner to minimize any inconvenience or disruption to Owner's business on the Property. Except in an emergency, LARICS will make reasonable attempts to advise the Owner at least 24 hours in advance of intended maintenance and repair activities, to perform such activities within the hours of 7:00 a.m. and 6:00 p.m., and, where possible and practical, to accommodate the Owner's request for rescheduling of such activities.
- 3) In consideration for this access and power usage, LARICS agrees to pay on an annual basis the sum of \$9,000.00 to Owner. The initial payment shall be made to Owner on _____, 2022 and will cover the access and power usage period from _____, 2022 to _____, 2023. This agreement will continue going forward thereafter with LARICS paying an annual fee for access and power usage on each February 1st to cover subsequent years running from February 1st to January 31st. Owner will provide LARICS in writing by January 1st in each successive year of any increase in the amount LARICS may owe to Owner. (only if power costs significantly increase, or major maintenance becomes necessary to the electrical systems).
- 4) This Agreement shall continue until such time as it may be terminated in writing by Owner or LARICS by the giving of one-hundred eighty (180) days' written notice to the other prior to the date of termination. Upon giving of such notice, LARICS agrees to remove its connection to the Owner's electrical transformer and restore the condition of the Property to its original condition prior to the installation. Access and power usage fees will continue until all property of LARICS is disconnected from Owner's equipment. At the termination date, Owner will be entitled to disconnect any property of LARICS that has not been removed by LARICS, still

connected to Owner's electrical transformer and LARICS will be responsible for the removal of such property.

- 5) Any notices to be sent under this agreement shall be delivered as follows:

TO OWNER: BKK Corporation
2210 South Azusa Avenue
West Covina, Ca. 91792
ATTN: Kelly McGregor. Agent for BKK
Kmcgregor@bas.com

TO LARICS: Susy Orellana-Curtiss
2525 Corporate Place
Monterey Park, CA. 91754
Susy.orellana-curtiss@la-rics.org

- 6) This Agreement shall be governed by and construed under the laws of the State of California. Venue shall be in Los Angeles County. Any suit to enforce the terms hereof or for damages or other remedy for breach or alleged breach shall be brought in and remain in the courts of California in Los Angeles County and the parties agree that that jurisdiction and venue are proper.
- 7) In consideration of this Agreement, LARICS agrees to maintain insurance in an adequate amount to protect for its property loss or damage and liability and to indemnify Owner from any claims for same throughout the duration of this Agreement in connection with the LARICS's property and equipment and its usage. LARICS agrees to indemnify and hold harmless, including legal fees and costs, Owner from any claims made as a result of LARIC's access and equipment and property on the subject Property.

DATED: _____, 2022

DATED: _____, 2022



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

March 3, 2022

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

Dear Directors:

TERMINATION OF SITE ACCESS AGREEMENT WITH THE CITY OF EL MONTE AND OTHER ENTITIES

SUBJECT

Board approval is requested to authorize the Executive Director to terminate a Public Safety Broadband Network Round 1 (PSBN Round 1) Site Access Agreement (SAA) between the City of El Monte (Owner) and the Authority for the El Monte Police Department (ELMNTPD) site in order for the Owner to enter into a SAA with AT&T Corp. (AT&T) as the Authority transferred ELMNTPD site under a previously approved Asset Transfer Agreement. Further, board approval is requested to authorize the Executive Director to terminate or amend any other PSBN Round 1 as well as any Public Safety Broadband Network Round 2 (PSBN Round 2) agreements for the purpose of advancing the transfer of PSBN Sites to AT&T where the LA-RICS Authority no longer holds an interest.

RECOMMENDED ACTIONS:

It is recommended that your Board:

1. Delegate authority to the Executive Director to terminate a Site Access Agreement (SAA) between the City of El Monte (Owner) and the Authority for the PSBN Round 1 Site at the El Monte Police Department (ELMNTPD) previously transferred to AT&T under the Asset Transfer Agreement.
2. Delegate authority to the Executive Director to terminate or amend any other agreements, including, but not limited to, site access agreements, permits, leases, equipment license agreements, and any other ancillary documentation for any Public Safety Broadband Network Round 1 (PSBN Round 1) or Public Safety

Broadband Network Round 2 (PSBN Round 2) site where LA-RICS no longer holds an interest, provided that Counsel has reviewed any amendments as to form and/or any agreement terminations.

BACKGROUND

On March 6, 2014, your Board authorized the Executive Director to award and enter into Agreement No. LA-RICS 008 with Motorola Solutions, Inc. (MSI) for the design and buildout of the PSBN.

In order for the Authority to construct the PSBN sites, the Authority entered into agreements with various entities such as the United States Forest Service, the County of Los Angeles, various local cities (i.e. El Monte), the Judicial Council of California, and resident landowners, etc. These agreements, such as site access agreements, right of entry permits, special use permits, communication leases, etc., granted the Authority access to use a certain portion of the respective owner's property to build a PSBN site. The Authority completed the PSBN and transferred all PSBN sites to AT&T to operate the FirstNet NPSBN.

On December 14, 2017, your Board authorized the Executive Director to execute an Asset Transfer Agreement with AT&T Corp. to allow the Authority to transfer and assign its 20% right, title, and interest in the buildout of the LA-RICS PSBN to AT&T Corp. for inclusion into the First Responder Network Authority (FirstNet) National Public Safety Broadband Network (NPSBN). Since this date, your Board has approved Amendment 1 and Amendment 2 to the Asset Transfer Agreement further effectuating the transfer of PSBN Round 1 and Round 2 sites to AT&T Corp.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Delegating authority to the Executive Director to terminate the SAA between the City of El Monte and the Authority will allow the City of El Monte to enter into a similar agreement directly with AT&T for the ELMNTPD PSBN Round 1 Site. In addition, delegating authority to the Executive Director to terminate or amend other agreements similar to site access agreements for PSBN Round 1 and PSBN Round 2 Sites would relinquish the responsibilities of site management to AT&T, as deemed appropriate via the previously approved Asset Transfer Agreement. Any PSBN Round 1 or PSBN Round 2 site where LA-RICS holds an interest (i.e. LMR co-location site) will not be terminated under this delegation.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

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

c: Counsel to the Authority