

**A G E N D A**  
**SPECIAL JOINT MEETING OF**  
**THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE**  
**TUESDAY, AUGUST 21, 2018, 2:15 PM**  
**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**  
**SECOND FLOOR CONFERENCE ROOM**  
**4440 W. BROADWAY, HAWTHORNE, CA**

1. **CALL TO ORDER**

2. **PUBLIC DISCUSSION**

Members of the public will be given the opportunity to directly address the Executive Committee and the User Committee on any item listed on the agenda.

3. **ACTION ITEMS**

3a. Minutes of the Regular Joint Meeting of the Executive Committee and the User Committee - July 17, 2018

3b. Check Register for July 2018

3c. Authorize the Executive Director to Execute an Agreement between with Hydrex Pest Control Company for Pest Control Services

3d. Authorize the Executive Director to Execute an Agreement with Liebert Cassidy Whitmore for Special Services Relating to the South Bay Employment Relations Consortium

3e. Resolution No. 315 of the Executive Committee of the South Bay Regional Public Communications Authority Amending Resolution No. 41 Revising the Job Description for Executive Secretary and Changing the Position Title to Executive Assistant

3f. Resolution No. 316 of the Executive Committee of the South Bay Regional Public Communications Authority Establishing a Purchasing Policy and Repealing Resolution No. 259

3g. Resolution No. 314 of the Executive Committee of the South Bay Regional Public Communications Authority Clarifying Its Acceptance of a Subaward under the FY 2016 Urban Area Security Initiative (UASI) Grant Program from the City of Los Angeles for the Interoperability Network of the South Bay Project

3h. Scope of Work for Comprehensive Cost of Service and Allocation Study

4. **INFORMATION ITEMS**

5. **EXECUTIVE DIRECTOR'S REPORT**

6. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

7. **CLOSED SESSION**

Conference Re: Labor Negotiations  
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy  
Whitmore Re: Communications Workers of America)

Conference Re: Labor Negotiations  
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy  
Whitmore Re: Teamsters Local 9-1-1)

Conference Re: Labor Negotiations  
Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy  
Whitmore Re: Management & Confidential Employees)

8. **ADJOURNMENT**

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Posting Place: 4440 W. Broadway, Hawthorne, CA 90250

Posting Date/Time: August 17, 2018/3:30 PM

Signature:



Erick B. Lee, Executive Director

**MINUTES OF A REGULAR JOINT MEETING  
OF THE BOARD OF DIRECTORS, THE  
EXECUTIVE COMMITTEE AND THE  
USER COMMITTEE**

**1. CALL TO ORDER**

The Executive Committee and the User Committee convened in a regular joint session at 2:15 PM on Tuesday, July 17, 2018 in the second floor conference room of the South Bay Regional Public Communications Authority, 4440 W. Broadway, Hawthorne, CA.

**ROLL CALL**

Present: City Manager Edward Medrano, City of Gardena  
City Manager Bruce Moe, City of Manhattan Beach  
Interim City Manager Arnie Shadbeh, City of Hawthorne  
Chief Derrick Abell, Manhattan Beach Police and Fire Departments  
Chief Bob Fager, Hawthorne Police Department  
Chief Tom Kang, Gardena Police Department  
Chief Sharon Papa, Hermosa Beach Police Department

Absent: Chief Scott Bixby, Culver City Police Department  
Chief Chris Donovan, El Segundo Fire Department  
Chief Bill Whalen, El Segundo Police Department  
Chief Dave White, Culver City Fire Department

Also Present: Executive Director Erick Lee  
Operations Manager Shannon Kauffman  
Administration Manager John Krok  
Finance Manager Scott Arbuckle  
Executive Secretary Wendy Weeks  
Captain Mike Ishii, Hawthorne Police Department  
Battalion Chief Kenneth Powell, Culver City Fire Department  
Administrative Aide Alyssa Palma, City of Gardena  
Laura Kalty, Liebert, Cassidy, Whitmore

**2. PUBLIC DISCUSSION**

**3. ACTION ITEMS**

3a. Election of Executive Committee Chairperson and Vice Chairperson for Fiscal Year 2018/2019

**MOTION:** City Manager Moe moved to elect City Manager Medrano to serve as Chairman and

Regular Joint Meeting  
of the Executive Committee  
and the User Committee  
July 17, 2018

Interim City Manager Shadbehr as Vice Chairman of the Executive Committee during Fiscal Year 2018-2019. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

3b. Election of User Committee Chair and Vice Chair for Fiscal Year 2018/2019

**MOTION:** City Manager Moe moved to elect Chief Fager to serve as Chairman and Chief Abell as Vice Chairman of the User Committee during Fiscal Year 2018-2019. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

3c. Approval of Minutes – June 19, 2018

**MOTION:** City Manager Moe moved to approve the minutes of the regular joint meeting of the Board of Directors, Executive and User Committees on June 19, 2018 as written. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote, with City Manager Medrano abstaining due to his absence from that meeting.

3d. Request from the City of Hawthorne for Waiver of Late Payment Penalty

Executive Director Lee presented the staff report.

**MOTION:** City Manager Moe moved to approve the City of Hawthorne's request to waive a late payment penalty in the amount of \$50,393.97 for the fourth quarter assessment. The motion was seconded by City Manager Medrano and passed by unanimous voice vote.

3e. Audited Financial Statements for the Fiscal Year Ended June 30, 2017

Executive Director Lee presented the staff report.

**MOTION:** City Manager Moe moved to receive and file the audited financial statements for the fiscal year ended June 30, 2017. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

3f. Approve a Fiscal Year 2017/18 Purchase Order to DSM&T Company for Wiring Harnesses in a Total Amount Not to Exceed \$19,770.15

Executive Director Lee presented the staff report.

**MOTION:** Interim City Manager Shadbehr moved to approve a Fiscal Year 2017-2018 purchase order to DSM&T Company for wiring harnesses in a total amount not to exceed \$19,770.15. The motion was seconded by City Manager Moe and passed by unanimous voice vote.

- 3g. Approve Additional Fiscal Year 2018/19 Blanket Purchase Orders for Supplies and Services in a Total Amount Not to Exceed \$209,648.57; and

Agreement Between the South Bay Regional Public Communications Authority and GeoSpatial Technologies, Inc. for Software Maintenance Services; and

Renewal of a Two-Year Maintenance Contract Related to Computer Storage Devices with Dell in the Amount of \$12,857.69

Administration Manager Krok presented the staff report.

**MOTION:** City Manager Medrano moved to approve the following: additional Fiscal Year 2018-2019 blanket purchase orders for supplies and services in a total amount not to exceed \$209,648.57; an agreement with GeoSpatial Technologies, Inc. for software maintenance services, and the renewal of a two-year maintenance agreement contract related to computer storage devices with Dell in the amount of \$12,857.69. The motion was seconded by Interim City Manager Shadbehrr and passed by unanimous voice vote.

- 3h. Authorize the Executive Director to Procure GASB 75 Reporting Services, Execute an Engagement Proposal with the Selected Vendor, and Approve a Corresponding Purchase Order in an Amount Not to Exceed \$14,500 for These Services

Finance Manager Arbuckle presented the staff report.

**MOTION:** Interim City Manager Shadbehrr moved to authorize the Executive Director to procure GASB 75 valuation and reporting services with a qualified firm, execute an engagement proposal, and approve a purchase order for these services. The motion was seconded by City Manager Moe and passed by unanimous voice vote.

- 3i. Authorize the Executive Director to Execute an Agreement with Dogs of Design for Website Design Services; and

Approve a Corresponding Purchase Order in the Not to Exceed Amount of \$9,850

Administration Manager Krok presented the staff report. Copies of the proposed agreement with Dogs of Design were distributed at the meeting.

Executive Director Lee clarified for City Manager Moe that this would be an external-facing website.

**MOTION:** City Manager Moe moved to authorize the Executive Director to execute an agreement with Dogs of Design for website design services and approve a corresponding purchase order in the not to exceed amount of \$9,850. The motion was seconded by Interim City Manager Shadbehrr and passed by unanimous voice vote.

Regular Joint Meeting  
of the Executive Committee  
and the User Committee  
July 17, 2018

- 3j. Authorize the Executive Director to Execute an Agreement with Ronin Media House for a Recruitment Focused Promotional Video; and

Approve a Corresponding Purchase Order in the Not to Exceed Amount of \$18,520

Administration Manager Krok presented the staff report.

**MOTION:** City Manager Moe moved to authorize the Executive Director to execute an agreement with Ronin Media House for a recruitment focused promotional video and approve a corresponding purchase order in the not to exceed amount of \$18,520. The motion was seconded by Interim City Manager Shadbehrr and passed by unanimous voice vote.

- 3k. Resolution of the Executive Committee of the South Bay Regional Public Communications Authority Acknowledging and Ratifying Certain Actions Taken to Administer the FY 2016 Urban Area Security Initiative (UASI) Grant Award for the Interoperability Network of the South Bay Project

Executive Director Lee presented the staff report. He explained the following issues for the Executive Committee's consideration: that, Resolution No. 305 adopted by the Executive Committee on November 17, 2015 approved and accepted 2011 Urban Area Security Initiative (UASI) Grant funding in the amount of \$5,000,000 for the Interoperability Network of the South Bay (INSB) project, but the grant awarded was actually 2016 UASI Grant funding; that, on September 12, 2017, the INSB Governance Board, and not the Executive Committee, approved an agreement between the South Bay Regional Public Communications Authority (SBRPCA) and Motorola, as a sole source vendor approved by the State of California, in the amount of \$4,213,601 (plus sales tax) to build a six-site, 12-channel remote radio system; and that, on September 19, 2017, the INSB Governance Board, and not the Executive Committee, approved a contract award in the amount of \$499,595.39 to Commline as a sole source vendor approved by the State of California. Director Lee confirmed an audit associated with the 2016 UASI Grant will occur at the conclusion of the project.

Interim City Manager Shadbehrr related his understanding that funding agencies generally focus on procurement processes, progress payments and the end product. It was his opinion that information about the typographical error in Resolution No. 305 for the year of the UASI Grant received, and the fact that the INSB Governance Board, and not the Executive Committee, approved the Motorola and Commline agreements, should not be volunteered. He contended that an after-the-fact approval of the contracts by the Executive Committee would be unacceptable.

City Manager Moe stated his preference for acknowledging any errors and suffering the consequences.

City Manager Medrano voiced his concern that the member cities prefunded the 2016 UASI Grant and they stand to lose a lot should the grant reimbursement request be denied. He supported Executive Director Lee acting on the Authority's behalf and requested additional information prior to making a decision on the typographical error and the INSB Governance Board's approval of the Motorola and Commline agreements.

Regular Joint Meeting  
of the Executive Committee  
and the User Committee  
July 17, 2018

Executive Director Lee explained that the options before the Committee to: take no action at this time; acknowledge the circumstances; or reach out to the Grant administrator to discuss the issues at hand.

Interim City Manager Shadbehrr firmly opposed discussing the matters of concern with the City of Los Angeles, which is the Grant administrator.

City Manager Medrano pointed out the possibility that the City of Los Angeles is already aware of the circumstances.

Chief Abell noted that there was no ill intent surrounding the date of the 2016 UASI Grant in Resolution No. 305 or the INSB Governance Board's approval of the Motorola and Commline contracts. He entertained the idea of obtaining written information about this situation from the City of Los Angeles.

Chief Fager echoed the viewpoints of Interim City Manager Shadbehrr.

The Executive Committee discussed the idea of Authority staff obtaining additional information pertaining to this situation prior to the next meeting.

**MOTION:** City Manager Medrano moved to appoint Executive Director Lee as the Authority's point of contact to deal with the UASI Grant processes and to direct Executive Director Lee to obtain additional information pertaining to this situation for consideration at the next meeting. The motion was seconded by City Manager Moe and passed by unanimous voice vote.

- 3l. Resolution of the Executive Committee of the South Bay Regional Public Communications Authority Establishing a Schedule of Fees and Charges for Fiscal Year 2018-2019

Executive Director Lee presented the staff report.

City Manager Moe discussed that the City of Manhattan Beach's Fee Study takes their facility into account and that more costs could be recovered if items such as depreciation are taken into account.

**MOTION:** Interim City Manager Shadbehrr moved to approve establishing a Schedule of Fees and Charges for Fiscal Year 2018-2019 and adopt Resolution No. 313. The motion was seconded by City Manager Moe and passed by unanimous voice vote.

### **RESOLUTION NO. 313**

#### **RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2018-2019**

Regular Joint Meeting  
of the Executive Committee  
and the User Committee  
July 17, 2018

3m. Review of Purchasing Policy

Executive Director Lee presented the staff report.

City Manager Moe related his opinion that professional services should be exempted from formal bidding requirements.

Executive Director Lee advised that a proposed purchasing policy and data on how purchases are currently stratified will be provided for the Executive Committee's consideration at a future meeting.

3n. Cost of Service Study

Executive Director Lee presented the staff report.

Chief Fager stated that the cost for services formula has been simplistic in the past. He suggested that the City of Hawthorne's methodology for allocating the costs of the new Mark 43 computer aided dispatch and records management system (CAD/RMS) be considered in this study as a potential methodology for allocating the Authority's costs.

City Manager Moe related his agreement with the idea of revisiting the current cost for services formula for the three owner cities and the contract cities and focusing on a more robust cost allocation methodology for developing cost analyses for prospective and renewal contracts. He offered the following motion.

**MOTION:** City Manager Moe moved for the following: to study and contemplate changes to the assessment allocations between the Authority's three owner cities; to study and contemplate changes (either increases or decreases) in the assessments specified in the current agreements with the contract cities; and to focus on creating a more robust cost allocation methodology for developing cost analyses for prospective and renewal contracts. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

Executive Director Lee advised that a draft scope of work for this project will be presented for the Executive Committee's consideration at the next meeting.

Interim City Manager Shadbehr voiced his hope that the cost of this study will not exceed \$50,000.

4. **INFORMATION ITEMS**

4a. Budget Performance Report - Through May 31, 2018

**MOTION:** City Manager Medrano moved to receive and file the Budget Performance Report through May 31, 2018 as written. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

Regular Joint Meeting  
of the Executive Committee  
and the User Committee  
July 17, 2018



4b. Cash & Investments Report - June 30, 2018

**MOTION:** City Manager Medrano moved to receive and file the Budget Performance Report through May 31, 2018 as written. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

5. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee reported on the status of recruitment for the position of Communications Operator. He advised that a vacancy in the position of Public Safety Communications Technician I is currently on hold.

6. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

6a. Captain Ishii shared information on the status of the new Mark 43 computer aided dispatch/records management system (CAD/RMS).

7. **CLOSED SESSION**

At 3:11 PM, the Executive Committee entered into a closed session pursuant to the Government code sections and conference matters shown below.

Conference Re: Labor Negotiations

Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy Whitmore Re: Communications Workers of America)

Conference Re: Labor Negotiations

Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy Whitmore Re: Teamsters Local 9-1-1)

Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to subdivision (c) of Section 54956.9  
(1 potential case)

At 3:50 PM, the meeting returned to open session, with no action taken in closed session.


8. **ADJOURNMENT**

The meeting was adjourned at 3:51 PM.



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018  
**ITEM NUMBER:** 3b  
**TO:** Executive Committee  
**FROM:** Scott Arbuckle, Finance Manager   
**SUBJECT:** Check Register for July 2018  
**ATTACHMENTS:** 1. Check Register for July 2018

### **RECOMMENDATION**

Staff recommends that the Executive Committee review and approve the Check Register for July 2018.

### **BACKGROUND**

Many municipalities and special districts distribute a listing of checks to their governing bodies for review and ratification. The list typically consists of all physical checks written and electronic payments distributed for both accounts payable and payroll related expenses. The list is commonly referred to as a Check Register or Warrant Register.

### **DISCUSSION**

In an effort to increase transparency, staff plans to provide the Executive Committee with a listing of paid checks on a monthly basis for review and ratification. The check list consists of detailed information for each check that is issued to vendors and shows accounting descriptions for each invoice paid within the check. Along with the check listing, total payroll expenses for the month will be reported within the staff report.

### **FISCAL IMPACT**

Total expenses associated with the Check Register for July 2018 were \$550,528.07. Total payroll expenses for the month amounted to \$378,120.69.

# **ATTACHMENT #1**

Agenda Item 3b



# Check Register FY 2018-19

July, 2018

Check Transfer #	Check Transfer Date	Vendor #	Vendor Name	Invoice #	Invoice Date	Description	Total Amount
1637	7/6/2018	00058	CALPERS	15348187	7/1/2018	UNFUNDED LIAB PMT-PLAN 1232/JUL 2018	\$28,194.98
1637	7/6/2018	00058	CALPERS	15348197	7/1/2018	UNFUNDED LIAB PMT-PLAN 20001/JUL 2018	\$56.30
1637	7/6/2018	00058	CALPERS	15348207	7/1/2018	UNFUNDED LIAB PMT-PLAN 26797/JUL 2018	\$44.29
1638	7/6/2018	00788	DELTA AIRLINES	484097	6/6/2018	APCO CONF FLIGHT/S. KAUFFMAN	\$127.40
1638	7/6/2018	00630	MARRIOTT MANHATTAN BEACH	210856	6/6/2018	APCO CONF HOTEL/S. KAUFFMAN	\$725.66
1638	7/6/2018	00466	AMAZON MARKETPLACE	964539 7	6/13/2018	BENCH GRINDERS	\$346.66
1638	7/6/2018	00761	BOX	582990 7	6/26/2018	BOX SUBSCRIPTION/JUL 2018	\$90.00
1638	7/6/2018	00790	CALIFORNIA BACKGROUND, INVESTIGATORS ASSOCIATION	264697 2	6/22/2018	CA BKGGRD INV ASSOC MEMBERSHIP	\$99.99
1638	7/6/2018	00610	DIRECTV	097308 2	6/5/2018	DIRECTV SERVICE/JUN 2018	\$207.70
1638	7/6/2018	00457	SMART & FINAL	512003	6/6/2018	HAND SANITIZER	\$30.57
1638	7/6/2018	00637	SAFE MART, THE	444383	5/29/2018	KEYS FOR HEADQUARTERS	\$26.28
1638	7/6/2018	00602	CVS PHARMACY#09496	491589	6/14/2018	KITCHEN SUPPLIES	\$11.90
1638	7/6/2018	00457	SMART & FINAL	421844	6/11/2018	KITCHEN SUPPLIES	\$68.63
1638	7/6/2018	00087	LIEBERT CASSIDY & WHITMORE	959311 7	6/18/2018	LEGAL SEMINAR REGISTRATION	\$70.00
1638	7/6/2018	00789	CAPITAL OF SOUTH BAY, WHOLESALE LIGHTING	440519	6/26/2018	LIGHT BALLASTS FOR HEADQUARTERS	\$591.30
1638	7/6/2018	00452	CALIFORNIA PIZZA KITCHEN	735818 7	6/25/2018	LUNCH MEETING/STAFF OFFSITE	\$69.68
1638	7/6/2018	00452	CALIFORNIA PIZZA KITCHEN	860232 7	6/5/2018	LUNCH MEETING/STAFF OFFSITE	\$62.71
1638	7/6/2018	00466	AMAZON MARKETPLACE	802315 7	6/15/2018	MONITOR ADAPTER/OPERATIONS MGR	\$21.99
1638	7/6/2018	00466	AMAZON MARKETPLACE	694673 7	6/12/2018	MONITOR CABLE/ADMIN MANAGER	\$14.70
1638	7/6/2018	00781	PEERSPACE	404399 2	6/5/2018	OFFSITE MEETING SPACE	\$131.25
1638	7/6/2018	00781	PEERSPACE	911266 2	6/21/2018	OFFSITE MEETING SPACE	\$78.75
1638	7/6/2018	00771	VENETIAN, THE (PALAZZO)	052695	6/7/2018	REF. APCO CONF HOTEL/S. KAUFFMAN	(\$188.21)
1638	7/6/2018	00787	NOTHING BUNDT CAKES	043562	6/14/2018	REFRESHMENTS/ARMIJO RESIGNATION	\$35.00
1638	7/6/2018	00625	VON'S STORE #1623	624720	5/30/2018	REFRESHMENTS/EC-BOD	\$19.63
1638	7/6/2018	00625	VON'S STORE #1623	700278	6/19/2018	REFRESHMENTS/EC-BOD	\$15.19
1638	7/6/2018	00636	FRIGIDAIRE APPLIANCE SERVICES	302915 7	6/21/2018	REFRIGERATOR PARTS	\$121.90
1638	7/6/2018	00466	AMAZON MARKETPLACE	207201 7	6/26/2018	SANDISK 128GB FLASH DRIVES	\$98.09
1638	7/6/2018	00466	AMAZON MARKETPLACE	988681 7	6/10/2018	TECH SHOP SUPPLIES	\$59.82
1638	7/6/2018	00782	PEP BOYS	049702	5/29/2018	TECH SHOP SUPPLIES	\$10.93
1638	7/6/2018	00466	AMAZON MARKETPLACE	742120 7	6/22/2018	TRASH CAN FOR COMM. CENTER	\$16.53
1639	7/6/2018	00069	SOUTHERN CALIFORNIA EDISON CO.	3-014-5379-55	7/3/2018	ELEC SERV GRANDVIEW/06-01-18 TO 07-02-18	\$174.67
1639	7/6/2018	00069	SOUTHERN CALIFORNIA EDISON CO.	3-003-4358-37	6/20/2018	ELEC SERV PUNTA/05-18-18 TO 06-19-18	\$531.80
1640	7/6/2018	00035	HOME DEPOT CREDIT SERVICES	6035322500523851	6/28/2018	LATE FEE	\$20.00
1642	7/20/2018	00073	STATE BOARD OF EQUALIZATION	12655960	7/20/2018	SALES TAX FINAL/APR-JUN 2018	\$1,152.00
1643	7/20/2018	00069	SOUTHERN CALIFORNIA EDISON CO.	3-020-1732-98	7/12/2018	ELEC SERV HQ/06-11-18 TO 07-11-18	\$10,889.75
1643	7/20/2018	00069	SOUTHERN CALIFORNIA EDISON CO.	3-035-4150-32	7/12/2018	ELEC SERV MBWT/06-04-18 TO 07-03-18	\$235.04
1644	7/20/2018	00058	CALPERS	15366995	7/16/2018	MEDICAL INS PREM/AUG 2018	\$51,470.59
53515	7/6/2018	00007	ANZA GROUP	79721	6/18/2018	OFFICE LABELS	\$161.56
53516	7/6/2018	00009	BROWN & BROWN INSURANCE SERV	350142	6/28/2018	D/O EMP PRACTICES LIAB PREM/FY 2018-19	\$22,535.00
53516	7/6/2018	00009	BROWN & BROWN INSURANCE SERV	350143	6/28/2018	EXCESS LIAB PREM/FY 2018-19	\$50,837.35
53516	7/6/2018	00009	BROWN & BROWN INSURANCE SERV	350139	6/28/2018	GEN & PROF LIABILITY INS/FY 2018-19	\$55,071.00
53517	7/6/2018	00217	CALIFORNIA TEAMSTERS UNION	Ben25528	7/6/2018	UNION DUES TEAMSTERS: PAYMENT	\$2,231.00
53518	7/6/2018	00012	CALIFORNIA WATER SERVICE CO.	5550731926	6/29/2018	FIRE PROTECTION SERV/JUL 2018	\$72.58



# Check Register FY 2018-19

July, 2018

Check Transfer #	Check Transfer Date	Vendor #	Vendor Name	Invoice #	Invoice Date	Description	Total Amount
53519	7/6/2018	00017	CHEM PRO LABORATORY, INC.	636993	6/23/2018	WATER TREATMENT SVCS/JUN 18	\$72.00
53520	7/6/2018	00015	CHEVRON AND TEXACO	53552524	6/22/2018	GAS CARD 05/22-06/21/2018	\$149.22
53521	7/6/2018	00019	CINTAS CORPORATION #427	427291291	6/15/2018	FLOOR MAT CLEANING/06-15-18	\$93.27
53521	7/6/2018	00019	CINTAS CORPORATION #427	427295292	6/29/2018	FLOOR MAT CLEANING/06-29-18	\$93.27
53522	7/6/2018	00225	COMMLINE INC	0098121-IN	6/15/2018	RADIO REPAIRS	\$250.00
53523	7/6/2018	00407	COSCO FIRE PROTECTION INC	1000400293	6/19/2018	NEW COMPRESSOR & SWITCH	\$2,132.30
53524	7/6/2018	00218	CWA LOCAL 9400	Ben25532	7/6/2018	UNION DUES CWA: PAYMENT	\$243.44
53525	7/6/2018	00449	DIGI-KEY ELECTRONICS 2465460	63353036	6/18/2018	DUAL BAND WIFI ANTENNAS	\$402.83
53525	7/6/2018	00449	DIGI-KEY ELECTRONICS 2465460	63430968	6/22/2018	DUAL BAND WIFI ANTENNAS	\$356.62
53525	7/6/2018	00449	DIGI-KEY ELECTRONICS 2465460	63430890	6/22/2018	DUAL BAND WIFI ANTENNAS	\$194.86
53525	7/6/2018	00449	DIGI-KEY ELECTRONICS 2465460	63339002	6/17/2018	EXTERNAL MULTI FUNCTION ANTENNAS	\$542.59
53526	7/6/2018	00786	EMPLOYERS ASSURANCE CO	0000000890	6/25/2018	WORKERS' COMP DEPOSIT/FY 2018-19	\$11,985.70
53526	7/6/2018	00786	EMPLOYERS ASSURANCE CO	0000000890	6/25/2018	WORKERS' COMP PREM/JUL 2018	\$4,755.00
53527	7/6/2018	00008	FEDERAL SIGNAL CORP	6921393	6/15/2018	MICROPULSE LIGHTS/PO 701204110	\$434.52
53528	7/6/2018	00018	FUKUI, KAZ	063018	6/30/2018	GARDENING SERV/JUNE 2018	\$190.00
53529	7/6/2018	00070	GAS COMPANY, THE	0591948982	7/3/2018	GAS SERVICE HQ/05-31 TO 06-29-18	\$572.12
53530	7/6/2018	00696	GUARDIAN	00533654	6/20/2018	DENTAL/VISION/LIFE PREMIUMS-JUL 2018	\$4,594.29
53531	7/6/2018	00029	HAWTHORNE HARDWARE	406114	6/27/2018	INSTALL PARTS	\$9.90
53532	7/6/2018	00526	HEADSETTERS	102071	6/18/2018	OPERATOR HEADSETS	\$4,407.66
53533	7/6/2018	00221	ICMA RETIREMENT TRUST	Ben25530	7/6/2018	DEFERRED COMPENSATION - 302021: PAYMENT	\$10,530.19
53534	7/6/2018	00039	JANI-KING OF CALIF INC.	LAX07180734	7/1/2018	JANITOR SERVICE/JULY 2018	\$2,174.43
53535	7/6/2018	00760	LAWLES ENTERPRISES, INC.	11037	5/1/2018	BACKGROUND CHECKS~	\$3,500.00
53536	7/6/2018	00087	LIEBERT CASSIDY & WHITMORE	1460970	5/31/2018	LEGAL SERVICES/MAY 2018	\$2,366.00
53536	7/6/2018	00087	LIEBERT CASSIDY & WHITMORE	1460971	5/31/2018	TEAMSTERS NEGOTIATIONS/MAY 2018	\$7,565.00
53537	7/6/2018	00467	LOWES BUSINESS ACCT/SYNCB	82131341344211	7/2/2018	PUNTA PLACE/MAINTENANCE SUPPLIES	\$368.62
53538	7/6/2018	00331	MITSUBISHI ELECTRIC INC	330858	7/1/2018	ELEVATOR MAINT/JUL 2018	\$638.93
53539	7/6/2018	00049	NATIONAL VISUAL SYSTEMS	40959	6/17/2018	BATHROOM SIGNS AND INSTALLATION	\$1,346.20
53540	7/6/2018	00653	NETMOTION WIRELESS, INC.	10042101	6/21/2018	NETMOTION MAINT/PO 701204113	\$30,755.34
53541	7/6/2018	00577	NEW LOOK AUTO DETAIL	1943	6/25/2018	CAR WASH SERV/ SHOP TRUCK & VAN	\$50.00
53542	7/6/2018	00122	RAMOS, LENA	061218	6/12/2018	TUITION REIMB/FY 2017-18	\$607.50
53542	7/6/2018	00122	RAMOS, LENA	061118	6/11/2018	TUITION REIMB/FY 2017-18	\$607.50
53543	7/6/2018	00144	SAXE-CLIFFORD PHD, SUSAN	18-0628-6	6/28/2018	PSYCH EVAL	\$400.00
53544	7/6/2018	00066	SHARK STUDIOS INC.	159	7/4/2018	WEB HOSTING & LICENSING/AUGUST 2018	\$225.00
53545	7/6/2018	00390	SOUTH COAST AQMD	3302664	6/19/2018	EMISSIONS FEE/FY 2018-19	\$131.79
53545	7/6/2018	00390	SOUTH COAST AQMD	3304804	6/21/2018	RENEWAL FEES GENERATOR/FY 2018-19	\$406.79
53546	7/6/2018	00460	SPECTRUM BUSINESS	1133787062418	6/24/2018	INTERNET SERVICE/7-4 TO 8-3-18	\$1,900.00
53547	7/6/2018	00302	SPRINT	155018370-081	6/29/2018	DAC CHARGES/5-26 TO 6-25-2018	\$5,897.20
53547	7/6/2018	00302	SPRINT	107177860-086	6/27/2018	WIRELESS MODEMS/5-24 TO 6-23-2018	\$85.98
53548	7/6/2018	00149	U.S. HEALTHWORKS MED GROUP	3343058-CA	6/15/2018	PRE-EMP PHYSICAL	\$344.00
53549	7/6/2018	00171	VERIZON WIRELESS	9809307500	6/18/2018	CELL PH. CHGS. 05-19 TO 06-18-18	\$286.16
53549	7/6/2018	00171	VERIZON WIRELESS	9809633870	6/23/2018	DAC CHARGES HPD/05-24 TO 06-23-18	\$118.07
53549	7/6/2018	00171	VERIZON WIRELESS	9809690833	6/23/2018	GPD DAC CHARGES/05-24 TO 06-23-18	\$1,198.57
53549	7/6/2018	00171	VERIZON WIRELESS	9809618721	6/23/2018	MODEM SVC. MBPD/05-24 TO 06-23-18	\$342.09



# Check Register FY 2018-19

July, 2018

Check Transfer #	Check Transfer Date	Vendor #	Vendor Name	Invoice #	Invoice Date	Description	Total Amount
53549	7/6/2018	00171	VERIZON WIRELESS	9809618722	6/23/2018	MODEM SVC. MBPD/05-24 TO 06-23-18	\$38.01
53550	7/6/2018	00076	WEEKS, WENDY	060418	6/4/2018	STAFF DEVELOPMENT/BOOKS	\$72.12
53551	7/6/2018	00436	WEST-LITE SUPPLY COMPANY, INC.	59243C	6/19/2018	LIGHTS FOR HEADQUARTERS	\$531.80
53552	7/6/2018	00063	WHELEN ENGINEERING CO., INC.	369953	6/26/2018	LED BRAKE LIGHTS/PO 701204115	\$265.01
53552	7/6/2018	00063	WHELEN ENGINEERING CO., INC.	364785	6/14/2018	LED FLASHERS/PO 701204109	\$622.42
53553	7/20/2018	00002	AFLAC	436007	7/20/2018	AFLAC INSURANCE: PAYMENT	\$3,626.74
53554	7/20/2018	00004	AGEE, BONNIE	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$581.48
53555	7/20/2018	00392	ALLEN MANUFACTURING, LLC, RAY	RINV069649	6/26/2018	K9 KIT/PO 701204104	\$3,784.97
53556	7/20/2018	00064	ATT PAYMENT CENTER	960 461 1623	7/1/2018	PHONE SERV/7-1 TO 07-31-18	\$1,868.28
53557	7/20/2018	00217	CALIFORNIA TEAMSTERS UNION	Ben25733	7/20/2018	UNION DUES TEAMSTERS: PAYMENT	\$2,197.50
53558	7/20/2018	00012	CALIFORNIA WATER SERVICE CO.	4675328235	7/17/2018	WATER SERV HQ/06-16-18 TO 07-16-18	\$239.45
53559	7/20/2018	00080	CARTER, ALLENE	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$495.18
53560	7/20/2018	00225	COMMLINE INC	0102167-IN	7/13/2018	RADIO REPAIRS/PO 701204123	\$250.00
53561	7/20/2018	00078	COX, CHRISTOPHER	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$822.50
53562	7/20/2018	00102	CURRY, REBECCA	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$595.50
53563	7/20/2018	00218	CWA LOCAL 9400	Ben25739	7/20/2018	UNION DUES CWA: PAYMENT	\$249.52
53564	7/20/2018	00785	EXPERIAN	CD1903003014	6/29/2018	CREDIT CHECK/	\$12.60
53565	7/20/2018	00651	FRONTIER	21303816660830025	7/1/2018	PHONE SERV 038-1666/07-01 TO 07-31-18	\$39.04
53565	7/20/2018	00651	FRONTIER	20905187010603025	7/1/2018	PHONE SERV 051-8701/07-01 TO 07-31-18	\$92.62
53565	7/20/2018	00651	FRONTIER	20915024461031835	7/1/2018	PHONE SERV 150-2446/07-01 TO 07-31-18	\$39.04
53565	7/20/2018	00651	FRONTIER	20915024470926835	7/1/2018	PHONE SERV 150-2447/07-01 TO 07-31-18	\$39.04
53565	7/20/2018	00651	FRONTIER	20915059690923835	7/1/2018	PHONE SERV 150-5969/07-01 TO 07-31-18	\$52.24
53565	7/20/2018	00651	FRONTIER	20915059781130835	7/1/2018	PHONE SERV 150-5978/07-01 TO 07-31-18	\$45.40
53565	7/20/2018	00651	FRONTIER	20915109980209955	7/1/2018	PHONE SERV 151-0998/07-01 TO 07-31-18	\$39.00
53565	7/20/2018	00651	FRONTIER	31037527410111105	7/1/2018	PHONE SERV 375-2741/07-01 TO 07-31-18	\$221.72
53565	7/20/2018	00651	FRONTIER	7002Z664-S-18186	7/5/2018	PHONE SERV/07-05 TO 08-04-18	\$57.35
53565	7/20/2018	00651	FRONTIER	7002Z665-S-18186	7/5/2018	PHONE SERV/07-05 TO 08-04-18	\$39.15
53566	7/20/2018	00025	HALL, JANEY	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$249.30
53567	7/20/2018	00272	HYMES, MARY	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$449.33
53568	7/20/2018	00221	ICMA RETIREMENT TRUST	Ben25735	7/20/2018	DEFERRED COMPENSATION - 302021: PAYMENT	\$10,540.26
53569	7/20/2018	00654	INNOVATIVE PRODUCTS, INC.	10214	7/3/2018	MAGNETIC MIC PACK/PO 701204119	\$536.87
53570	7/20/2018	00760	LAWLES ENTERPRISES, INC.	11098	7/10/2018	BACKGROUND CHECKS~	\$4,300.00
53571	7/20/2018	00442	LAWSON PRODUCTS, INC.	9305933333	6/28/2018	INSTALL PARTS/TECH SHOP	\$182.43
53571	7/20/2018	00442	LAWSON PRODUCTS, INC.	9305947373	7/5/2018	INSTALL PARTS/TECH SHOP	\$49.72
53571	7/20/2018	00442	LAWSON PRODUCTS, INC.	9305943649	7/3/2018	INSTALL PARTS/TECH SHOP	\$28.78
53572	7/20/2018	00116	MEADORS, LATANYA	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$522.67
53573	7/20/2018	00577	NEW LOOK AUTO DETAIL	1948	7/10/2018	CAR WASH SERV/ SHOP TRUCK & VAN	\$50.00
53574	7/20/2018	00060	RIVERA, JOSE	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$822.50
53575	7/20/2018	00273	SHAW, LILLIAN	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$449.33
53576	7/20/2018	00079	SHEAREN, KENNETH	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$529.30
53577	7/20/2018	00126	STEVENS, DEBORAH	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$464.75
53578	7/20/2018	00034	STEVENS, GARY	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$581.48
53579	7/20/2018	00036	TALLEY INCORPORATED	10306686	7/3/2018	INSTALL PARTS/PO 701204120	\$348.88



# Check Register FY 2018-19

July, 2018

Check Transfer #	Check Transfer Date	Vendor #	Vendor Name	Invoice #	Invoice Date	Description	Total Amount
53580	7/20/2018	00038	TORRANCE ELECTRONICS	04025	6/30/2018	TECH SHOP SUPPLIES	\$105.94
53581	7/20/2018	00149	U.S. HEALTHWORKS MED GROUP	3358184-CA	7/6/2018	PRE-EMP PHYSICAL	\$344.00
53582	7/20/2018	00150	WATTCO	50947	7/9/2018	ANTENNAS/PO 701204122	\$475.65
53583	7/20/2018	00131	WEISMAN, LUCIA	72018	7/20/2018	RETIREE MED PREM/AUG 2018	\$197.76
53584	7/20/2018	00067	XCEL MECHANICAL SYSTEMS	19319	7/5/2018	HVAC REPAIRS-CIRCUIT BOARD/PO 701204121	\$1,656.06
53585	7/20/2018	00735	XEROX FINANCIAL SERVICES	1230469	7/10/2018	COPIER USAGE/05-30 TO 06-29-18	\$279.27
5410	7/6/2018	00219	INTERNAL REVENUE SERVICE	Ben25534	7/6/2018	FEDERAL WITHHOLDING TAX: PAYMENT	\$40,083.81
5411	7/6/2018	00058	CALPERS	Ben25536	7/6/2018	PERS RETIREMENT: PAYMENT	\$31,734.45
5412	7/6/2018	00223	EMPLOYMENT DEVEL DEPT	Ben25538	7/6/2018	STATE DISABILITY INSURANCE: PAYMENT	\$16,084.74
5413	7/6/2018	00222	STATE DISBURSEMENT UNIT	Ben25540	7/6/2018	SUPPORT: PAYMENT	\$184.62
5414	7/6/2018	00219	INTERNAL REVENUE SERVICE	Ben25542	7/6/2018	FEDERAL WITHHOLDING TAX: PAYMENT	\$5,861.22
5415	7/6/2018	00223	EMPLOYMENT DEVEL DEPT	Ben25544	7/6/2018	STATE DISABILITY INSURANCE: PAYMENT	\$2,092.81
5416	7/20/2018	00219	INTERNAL REVENUE SERVICE	Ben25741	7/20/2018	FEDERAL WITHHOLDING TAX: PAYMENT	\$37,386.67
5417	7/20/2018	00058	CALPERS	Ben25743	7/20/2018	PERS RETIREMENT: PAYMENT	\$31,869.82
5418	7/20/2018	00223	EMPLOYMENT DEVEL DEPT	Ben25745	7/20/2018	STATE DISABILITY INSURANCE: PAYMENT	\$14,996.44
5419	7/20/2018	00222	STATE DISBURSEMENT UNIT	Ben25747	7/20/2018	SUPPORT: PAYMENT	\$184.62
<b>Total</b>							<b>\$550,528.07</b>



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018

**ITEM NUMBER:** 3c

**TO:** Executive Committee JK

**FROM:** John Krok, Administration Manager

**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH HYDREX PEST CONTROL COMPANY FOR PEST CONTROL SERVICES

**ATTACHMENT:** 1. Agreement

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute an agreement with Hydrex Pest Control Company for pest control services.

### **DISCUSSION**

The Authority is in need of pest control services to target an issue with ants at its headquarters facility. This agreement will address this current issue and provide preventive maintenance moving forward.

The Authority collected competitive bids from two different vendors. The third vendor did not submit a bid. Hydrex was chosen based on value and professional reputation.

1. Hydrex Pest Control Company - \$600 per year
2. Barry Brennan Pest Control - \$800 per year
3. Western Exterminator - no bid submitted

Per Resolution 259 adopted on October 16, 2007, contracts for professional services shall be subject to approval by the Executive Committee. This report is a request for the Executive Committee to review the services provided by the vendor and authorize the agreement as described.

### **FISCAL IMPACT**

Funds for the above requested purchase order, which totals \$600 per year, are included in the approved Fiscal Year 2018-19 Budget.



# **ATTACHMENT #1**

Agenda Item 3c

**AGREEMENT BETWEEN THE  
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY  
AND  
HYDREX PEST CONTROL COMPANY FOR PEST CONTROL  
SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (“Authority”) and HYDREX PEST CONTROL COMPANY, (“Contractor”), a California corporation. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. Authority is desirous of obtaining services to protect the premises from insect infestation.

B. Contractor is qualified by virtue of experience, training, education and expertise to provide these services.

C. Authority has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Contractor (“Services”) are set forth in Exhibit A.

B. The Services shall be performed in accordance with the Project Schedule set forth in Exhibit A. Contractor shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Authority to provide appropriate access to equipment or personnel, or other causes beyond Contractor’s reasonable control.

3. Additional Services. If Authority determines that additional services are required to be provided by Contractor in addition to the Services set forth above, Authority shall authorize Contractor to perform such additional services in writing (“Additional Services”). Such Additional Services shall be specifically described and approved by Authority in writing prior to the performance thereof. Contractor shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Contractor for Additional Services which

are not specifically approved by Authority in writing.

4. Agreement Administrator. For purposes of this Agreement, Authority designates the Executive Director as the Agreement Administrator who shall monitor Contractor's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. Authority reserves the right to change this designation upon written notice to Contractor.

5. Contractor's Proposal. This Agreement shall include Contractor's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Contractor's performance of the Services required by this Agreement. Contractor shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. Authority, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Exhibit B, attached hereto. The Compensation is inclusive of all costs that may be incurred by Contractor in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

This Agreement shall be effective as of the date of execution by the Authority and shall remain in effect until June 30, 2019. The Executive Director may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this agreement.

A. Authority may terminate this Agreement without cause by providing written notice to Contractor not less than three days prior to an effective termination date. Authority's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

B. Unless for cause, Contractor may not terminate this Agreement.

C. Upon receipt of a termination notice, Contractor shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to Authority all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Contractor performing the Services under this Agreement, whether completed or in progress. Contractor shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause

attributable to Contractor, Contractor shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Contractor's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Contractor's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Contractor with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by Authority under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Authority at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Contractor and any subcontractor who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by Authority to assume verification of full compliance with this Agreement.

B. Authority shall have the right to audit Contractor's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from Authority or any other governmental agency,

Contractor shall cooperate fully with any audit of its billings conducted by, or of, Authority and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or subconsultant. Change of ownership or control of Contractor's firm may require an amendment to the Agreement.

13. Key Personnel. Authority has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that Authority, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Contractor to perform Services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving notice from Authority.

14. Use of Materials.

A. Authority shall make available to Consultant such materials from its files as may be required by Contractor to perform Services under this Agreement. Such materials shall remain the property of Authority while in Contractor's possession. Upon termination of this Agreement and payment of outstanding invoices of Contractor, or completion of work under this Agreement, Contractor shall return to Authority any property of Authority in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performance of this Agreement.

B. Authority may utilize any material prepared or work performed by Contractor pursuant to this Agreement, including computer software, in any manner, which Authority deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by Authority, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work

carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold Authority harmless against all claims raised against Authority based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for Authority, or that Authority has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Contractor shall, for purposes of copyright law, be deemed worked made for hire for Authority by Contractor and shall be the sole property of Authority. Contractor shall provide Authority with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Contractor shall secure and maintain all licenses or permits required by law, including a Authority business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Contractor warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Contractor covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

A. Contractor shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Contractor shall comply with the Authority's Conflict of Interest reporting requirements.

B. Contractor and its representatives shall refrain from lobbying Authority officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Contractor warrants to Authority that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of Authority's other rights or remedies, Authority may require Contractor to re-perform any of said services, which were not performed in accordance with these standards. Contractor shall perform the remedial services at its sole expense.

20. Insurance.

A. Commencement of Work. Contractor shall not commence work under this Agreement until it has obtained Authority approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Contractor must have and maintain in place all of the insurance coverage required in this Section. Contractor's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to Authority before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by Authority.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting Authority. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting Authority. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The Authority, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide Authority with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Contractor's insurance coverage shall be primary insurance as respects the Authority, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Authority, its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to Authority.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto. Authority shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with Authority incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by Authority. Any deductible exceeding an amount acceptable to Authority shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to Authority, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Contractor shall furnish Authority with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by Authority before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Contractor shall deliver to Authority a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to Authority. Contractor shall provide full copies of any requested policies to Authority within three (3) days of any such request by Authority.



G. Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, Authority may immediately obtain such coverage at Contractor's expense and/or terminate this Agreement.

21. Indemnity.

A. Contractor assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Contractor shall defend, indemnify, and hold harmless the Authority, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Contractor or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of Authority, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of Authority shall be personally liable for any default or liability under this Agreement.

22. Independent Contractor. Contractor agrees to furnish Contractor services in the capacity of an independent contractor and neither Contractor nor any of its employees shall be considered to be an employee or agent of Authority.

23. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

South Bay Regional Public Communications Authority:  
4440 West Broadway  
Hawthorne, CA 90250  
Attn: Executive Director  
Telephone Number: 310.973.1802  
E-mail: [administration@rcc911.org](mailto:administration@rcc911.org)

Hydrex Pest Control Company  
3073 Long Beach Blvd.  
Long Beach, CA 90807  
Telephone Number: 310.464.2770  
E-mail: [info@calhydrex.com](mailto:info@calhydrex.com)

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the Authority.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

AUTHORITY

By \_\_\_\_\_  
ERICK B. LEE  
Executive Director

Date \_\_\_\_\_

ACCEPTED:  
HYDREX

By \_\_\_\_\_  
TBD

Date \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES & PROJECT TIMELINE

CONTRACTOR will provide pest control services to the Authority. Contractor will apply materials on a bimonthly basis on the exterior of the facility and, as requested, on the interior of the facility to eradicate pests.

1. Ants
2. Rats
3. Mice
4. Cockroaches
5. Black Widow Spiders
6. Silverfish
7. Fleas
8. Crickets
9. Earwigs
10. Sowbugs
11. Gophers

If pests return in between bimonthly services, Contractor will provide additional services necessary to eradicate pests at no additional cost to the Authority.

# SERVICE PROPOSAL



1 (800) 493-7392

To: South Bay Regional Public Communities  
4440 W Broadway  
San Mateo CA 94200

For Service At: Same

Estimator: Michael  
Date: 8-1-18  
Requested by: Wendy  
Phone No: \_\_\_\_\_

- Pests Covered By This Proposal
- |  |  |  |  |                                  |
|--|--|--|--|----------------------------------|
| <input checked="" type="checkbox"/> ANTS | <input checked="" type="checkbox"/> GERMAN COCKROACHES   | <input checked="" type="checkbox"/> BROWN BANDED COCKROACHES | <input checked="" type="checkbox"/> FLEAS    | <input type="checkbox"/> GOPHERS |
| <input checked="" type="checkbox"/> RATS | <input checked="" type="checkbox"/> ORIENTAL COCKROACHES | <input checked="" type="checkbox"/> BLACK WIDOW SPIDERS      | <input checked="" type="checkbox"/> CRICKETS | <input type="checkbox"/> _____   |
| <input checked="" type="checkbox"/> MICE | <input checked="" type="checkbox"/> AMERICAN COCKROACHES | <input checked="" type="checkbox"/> SILVERFISH               | <input checked="" type="checkbox"/> EARWIGS  | <input type="checkbox"/> _____   |
|  |  | <input checked="" type="checkbox"/> NESTING BEES/WASPS       | <input checked="" type="checkbox"/> SOWBUGS  | <input type="checkbox"/> _____   |

Areas Included: Kitchen and exterior of building

Initial Service: will be to apply materials in kitchen and exterior with non-repellent products to eradicate current pest infestation. Also to identify pest from source above. Cost \$ 225 initial

Continuing Service to Maintain Control: to apply materials input to control current pest problem. Cost \$ 75

Period of Guarantee: Every other month annual agreement

**IF THE PESTS RETURN DURING THE GUARANTEE PERIOD, SO WILL HYDREX, PROMPTLY, AND AT NO EXTRA COST TO YOU.**

Additional Specifications: You will be covered in between services.

**NOTICE TO CUSTOMER**  
MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATE, AND JUDGEMENT UPON THE AWARD RENDERED BY ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

I have received a Pesticide Disclosure Notice: \_\_\_\_\_

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF \_\_\_\_\_, THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

For immediate service, or if any questions arise, please call: office At: 800 493-7392

For HYDREX PEST CONTROL OF CALIFORNIA  
By: [Signature]

CUSTOMER: Sign and date to authorize this proposed service  
By: W. Wells Date: 8-01-18

## EXHIBIT B

### PAYMENT SCHEDULE

AUTHORITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in the amount not to exceed \$600 per year as based on the costs outlined below.

Initial Treatment - \$225.00 one time charge

Bimonthly Treatments - \$75.00 each service

CONTRACTOR shall submit an invoice for payment upon completion of the scope of services.



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018

**ITEM NUMBER:** 3d

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director

**SUBJECT:** AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR SPECIAL SERVICES RELATING TO THE SOUTH BAY EMPLOYMENT RELATIONS CONSORTIUM

**ATTACHMENTS:** 1. Agreement

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute an agreement with Liebert Cassidy Whitmore for special services relating to the South Bay Employment Relations Consortium.

### **DISCUSSION**

Liebert Cassidy Whitmore is a public management law firm established in 1980, located in Los Angeles. The attorneys of Liebert Cassidy Whitmore (LCW) provide specialized training and consulting services related to compliance with employment law and regulations for the South Bay Employment Relations Consortium. The consortium is made up of approximately twenty-two (22) public agencies in the South Bay area. The members meet on an annual basis to determine the location and content of training workshops for the upcoming year. The new agreement for special services has a term of one (1) year from July 1, 2018 to June 30, 2019.

The Authority has been a member of the South Bay Employment Relations Consortium since 1990. The benefits provided under this relationship help to ensure that the Authority complies with evolving aspects of public sector employment law and adheres to best business practices.

Under the agreement, LCW will provide the Authority with the following services:

1. Five (5) days of group training workshops covering topics related to employment relations.
2. Attorney consultations via the telephone.
3. Monthly Newsletter covering employment relations developments in the public sector.
4. Basic subscription access to over 200 sample forms, policies, and checklists that can be used as templates.

Per the Authority's Resolution No. 259 adopted on October 16, 2007, contracts for professional services shall be subject to approval by the Executive Committee. This report is a request for the Executive Committee to review the services provided by LCW and authorize the agreement as described.

### **FISCAL IMPACT**

Funds for these services, which total \$3,695 for the year, are available in the approved Fiscal Year 2018-19 budget.



# **ATTACHMENT #1**

Agenda Item 3d

## AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the South Bay Regional Public Communications Authority, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than twenty-two (22) public agencies in the South Bay area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

### Attorney's Services:

During the year beginning July 1, 2018, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

### Fee:

Attorney will provide these special services to Agency for a fee of Three Thousand Two Hundred Ninety Dollars (\$3,290.00) payable in one payment prior to August 15, 2018. The fee, if paid after August 15, 2018 will be \$3,390.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

**Additional Services:**

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00) per hour for attorney staff, One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) per hour for Labor Relations/HR Consultant and from Eighty to One Hundred Seventy Dollars (\$80.00 - \$170.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

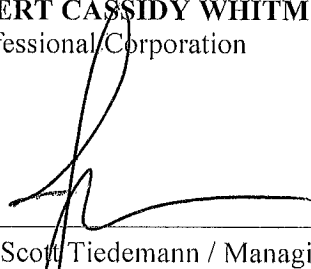
**Term:**

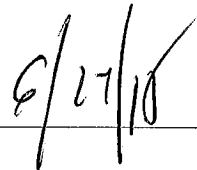
The term of this Agreement is twelve (12) months commencing July 1, 2018. The term may be extended for additional periods of time by the written consent of the parties.

**Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-two (22) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2018.

**LIEBERT CASSIDY WHITMORE**  
A Professional Corporation

By:  \_\_\_\_\_  
J. Scott Tiedemann / Managing Partner

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

**SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# INVOICE

June 27, 2018

*Shannon Kauffman  
Operations Manager  
South Bay Regional Public Communications Authority  
4440 West Broadway  
Hawthorne, CA 90250*

(SO070-10000)  
INVOICE NUMBER: 1461654

## ***SOUTH BAY EMPLOYMENT RELATIONS CONSORTIUM***

***Membership: 07/01/18 through 06/30/19***

***Please make your check out for one of the following amounts:***

<b>ERC Membership</b>	<b>\$3,290.00</b>	<input type="checkbox"/>
<b>ERC Membership w/ Basic Liebert Library Subscription (optional)</b> <i>Basic Subscription provides access to over 200 sample forms, policies and checklists that can be used as templates.</i>	<b>\$3,695.00</b>	<input type="checkbox"/>
<b>ERC Membership w/ Premium Liebert Library Subscription (optional)</b> <i>Premium Subscription provides unlimited access to LCW workbooks in digital format, as well as over 200 sample forms, policies and checklists that can be used as templates.</i>	<b>\$4,185.50</b>	<input type="checkbox"/>

***Note:*** Please send us a copy of this invoice along with your payment.

***For more information on the many benefits of Liebert Library, please visit [www.liebertlibrary.com](http://www.liebertlibrary.com), call Sherron Pearson at 310.981.2000 or email [info@lcwlegal.com](mailto:info@lcwlegal.com).***

***If ERC Membership paid after August 15, 2018 amount due is \$3,390.00 (Includes \$100.00 late fee)***



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018  
**ITEM NUMBER:** 3e  
**TO:** Executive Committee  
**FROM:** Erick B. Lee, Executive Director

**SUBJECT:** RESOLUTION NO. 315 OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AMENDING RESOLUTION NO. 41 REVISING THE JOB DESCRIPTION FOR EXECUTIVE SECRETARY AND CHANGING THE POSITION TITLE TO EXECUTIVE ASSISTANT

**ATTACHMENTS:**

1. Resolution 315
2. Original Job Description
3. Tracked Changes

### **RECOMMENDATION**

Staff recommends that the Executive Committee adopt Resolution No. 315 amending Resolution No. 41 revising the job description for Executive Secretary and changing the position title to Executive Assistant.

### **DISCUSSION**

The Authority employs an Executive Secretary who performs a broad range of clerical, administrative, and office management duties. Some of the major duties of this position include providing administrative support to the Executive Director and management staff, preparing agenda packets and taking minutes for a variety of meetings subject to the Ralph M. Brown Act, assisting with human resources-related activities, records management, and general reception duties.

The current incumbent in this position has expressed her intention of retiring in the near future, with a date to be determined in the coming weeks. Since the job description for this position was last revised in 1981, an update to reflect current and needed job duties is needed in order to begin the recruitment process. The original job description and proposed revisions are included this report as Attachments #2 and #3.

This position is subject to the Memorandum of Understanding (MOU) the Authority entered

into with its Management and Confidential Employees. Section 2.1 of the MOU specifies that the Authority retains the exclusive right to determine the content of job classifications.

**FISCAL IMPACT**

None.

# **ATTACHMENT #1**

Agenda Item 3e

## RESOLUTION NO. 315

### RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AMENDING RESOLUTION NO. 41 REVISING THE JOB DESCRIPTION FOR EXECUTIVE SECRETARY AND CHANGING THE POSITION TITLE TO EXECUTIVE ASSISTANT

**WHEREAS**, Article VI of the Authority's Bylaws grants the Executive Committee full control and management of the affairs of the Authority, and also establishes the Executive Committee as the administrative governing body of the Authority with plenary powers to take all actions necessary and appropriate to accomplish the general purposes of the Authority;

**WHEREAS**, the South Bay Regional Public Communications Authority, pursuant to Resolution No. 39, has established a competitive classified service system for its employees;

**WHEREAS**, Section 1.05(c) of Resolution No. 39 authorizes the Executive Director, as the Personnel Officer of the Authority, to recommend to the Executive Committee, revisions and amendments to the Authority's classified service system for its employees;

**WHEREAS**, Section 1.05(c) of Resolution No. 39 and Rule III, Section 1, of Resolution 283, authorizes the Executive Director to prepare revisions to the Authority's job/position classification plan including position specifications in the classified service, and for such revisions to become effective upon approval by the Executive Committee;

**WHEREAS**, the Executive Committee, as the governing board of the Authority, has now determined, as a matter of policy, that the revision of the job description for the position of Executive Secretary and changing of the position title to Executive Assistant should be approved so as to maintain the efficiency of the Authority's operations.

**NOW, THEREFORE, BE IT RESOLVED** by the Executive Committee of the South Bay Regional Public Communications Authority hereby amends the job/class description for Executive Secretary in Resolution No 41 as follows:

1. The job classification of Executive Secretary shall be re-title to Executive Assistant; and
2. The job description for the Executive Assistant position shall be as indicated in Exhibit A which is attached to this resolution.



The secretary shall certify to the adoption of this Resolution by the Executive Committee of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 21<sup>st</sup> day of August, 2018 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Edward Medrano, Chair  
Executive Committee

---

Erick B. Lee, Secretary  
Executive Committee

# Exhibit A

## EXECUTIVE ASSISTANT

### Job Summary

Under direction, performs a broad range of difficult, complex, and sensitive clerical, administrative, and office management duties for the Executive Director, members of the Board of Directors and Executive Committee, and management staff; independently organizes and completes assigned tasks; maintains complex filing systems; effectively handles confidential matters; and performs related duties, as required. May be required to work weekends and/or holidays.

### Major Duties

- Performs clerical, administrative, and office management duties in support of the Executive Director, members of the Board of Directors and Executive Committee, and management staff.
- Prepares contracts and resolutions, subject to review.
- Greets and assists public safety personnel, public officials, and members of the public.
- Screens callers and makes appointments.
- Prepares and edits correspondence, staff reports, memos, and activity reports.
- Schedules appointments and meetings and arranges for travel or staff attendance at conferences, workshops, and professional functions.
- Assists executives with preparation of agendas and staff reports, and supporting documents for meeting and presentation purposes.
- Prepares agenda packets, takes minutes, and performs follow-up for meetings subject to the Ralph M. Brown Act, including meetings of the Board of Directors, Executive Committee, User Committee; and various Task Force and other meetings;
- Indexes and maintains complex filing systems, keeping various records and data current.
- Handles confidential or sensitive matters.
- Prepares personnel documents and maintains personnel files and confidential information.
- Has primary responsibility for answering incoming telephone calls and performing reception duties.
- Responsible for taking requests for technical equipment repair and documentation.
- Submits information to and obtains information from outside agencies to support Authority programs.
- Assists with recruitment activities, including application processing, examination and interview coordination, onboard processing, and registration and liaison duties with career fair opportunities.
- Assists with management of employee medical, dental, and vision benefits.
- Maintains office equipment.

- Purchases office supplies and equipment and researches information regarding vendors, contractors, and consultants; compiles budgetary data and tracks account expenditures, as needed.
- Conducts surveys and replies to requests for data; researches Authority and departmental records; prepares tables and exhibits; explains policies and practices; draws conclusions and recommends actions.
- Organizes, prepares, and updates Authority and departmental records and archives, and may recommend how this information may be used in various reports; administers departmental document retention schedule activities in compliance with Authority guidelines.
- Administers contracts and requisitions for professional services and a variety of other materials, equipment, and services; oversees payments of invoices and claims.
- Other related duties as assigned.

#### Minimum Qualifications

- Graduation from an accredited college or university with a Bachelor's degree in Public or Business Administration, or a closely related field
- Four years of recent, paid and progressively responsible administrative support experience. Recent experience providing complex clerical and technical support to a Department Head or Division Head is desirable in a public sector environment is desirable.
- Possession of a valid California driver's license at the time of employment.

#### Knowledge, Skills and Abilities:

- Knowledge of:
  - administrative processes and procedures.
  - office administration practices and procedures;
  - correct English usage, including spelling, grammar and punctuation;
  - basic functions of public agencies, including the role of governing bodies and elected and appointed officials;
  - rules and procedures governing public notices and conduct of public meetings;
  - word processing, spreadsheet, and graphics software applications;
  - record keeping, filing, purchasing, and accounting practices and procedures;
  - research methods;
  - customer service practices.
- Skill in:
  - Using a personal computer and applicable software applications, including Microsoft Office Suite (Word, Excel, PowerPoint).
  - Reading, writing and communicating at an appropriate level.

- Ability to:
  - compose correspondence and many different instruments, such as acknowledgements, resolutions, minutes, and others.
  - maintain a calendar of activities, and to expedite various actions and proceedings.
  - work cooperatively with Authority officials, other agencies and the public.
  - operate modern office equipment and computer hardware;
  - use word processing, spreadsheet, graphics, and specialized software applications programs;
  - type at a net rate of 45 words per minute;
  - plan, organize and prioritize administrative assignments to meet deadlines;
  - take minutes and provide administrative support to the Executive Director, members of the Board of Directors and Executive Committee, managers, and various committees;
  - communicate effectively, both orally and in writing;
  - proofread and prepare clear, accurate, and concise records and reports;
  - establish and maintain effective working relationships with staff, management, elected and appointed officials, vendors, contractors, consultants, public and private representatives, and others encountered in the course of work;
  - exercise tact and diplomacy in explaining and obtaining compliance with administrative procedures;
  - establish and maintain departmental files and confidential records.

## **ATTACHMENT #2**

Agenda Item 3e

## EXECUTIVE SECRETARY

### DEFINITION

Under direction, to perform difficult and complex secretarial work for the Executive Director, members of the Board of Directors, and Administrative staff; to independently organize and complete assigned tasks; to maintain complex filing systems; to effectively handle confidential matters; and to do related work, as required. May be required to work weekends and/or holidays.

### EXAMPLES OF TYPICAL DUTIES

Takes and transcribes difficult dictation from shorthand notes, tape recorder or a dictating machine, including legal correspondence; prepares contracts and resolutions, subject to review; meets the public and assists them; screens callers and makes appointments; composes and types correspondence on a variety of routine, administrative matters; maintains calendar of activities; takes and transcribes minutes of Board of Directors' meetings, Users' Committee meetings; and other meetings; transcribes minutes of Task Force Committee meetings; prepares agendas and follow-up from meetings; indexes and maintains complex filing systems and keeps various records and data current; may handle confidential or sensitive matters; has primary responsibility for answering incoming telephone calls; responsible for taking requests for technical equipment repair and documentation.

### QUALIFICATIONS

Training and Experience: Any combination equivalent to graduation from high school, supplemented by courses in office management; and five (5) years of responsible office and stenographic experience.

Knowledge, Skills and Abilities: Knowledge of administrative processes and procedures; ability to compose many different instruments, such as affidavits, acknowledgements, resolutions, minutes, and others; ability to maintain a calendar of activities, and to expedite various actions and proceedings; composes correspondence, as needed; ability to make special arrangements, appointments and reservations, as needed; ability to take verbatim and summary minutes of meetings; ability to take dictation at not less than 100 words per minute, and ability to type at not less than 60 words per minute; ability to work cooperatively with Authority officials, other agencies and the public.

### LICENSE:

Possession of a valid California driver's license at the time of employment.

## **ATTACHMENT #3**

Agenda Item 3e

## EXECUTIVE SECRETARY ASSISTANT

### DEFINITION

#### Job Summary

Under direction, ~~to perform~~ performs a broad range of difficult ~~and~~ complex ~~secretarial work,~~ and sensitive clerical, administrative, and office management duties for the Executive Director, members of the Board of Directors, ~~and Administrative and Executive Committee,~~ and management staff; ~~to independently~~ organizes and ~~complete~~ completes assigned tasks; ~~to maintain~~ maintains complex filing systems; ~~to effectively~~ handles confidential matters; and ~~to do~~ performs related ~~work~~ duties, as required. May be required to work weekends and/or holidays.

### EXAMPLES OF TYPICAL DUTIES

~~Takes and transcribes difficult dictation from shorthand notes, tape recorder or a dictating machine, including legal correspondence; prepares~~ Major Duties

- ~~Performs clerical, administrative, and office management duties in support of the Executive Director, members of the Board of Directors and Executive Committee, and management staff.~~
- ~~Prepares~~ contracts and resolutions, subject to review; ~~meets the public.~~
- ~~Greets and assists them; screens~~ public safety personnel, public officials, and members of the public.
- ~~Screens~~ callers and makes appointments; ~~composes.~~
- ~~Prepares and types~~ edits correspondence ~~on a variety,~~ staff reports, memos, and activity reports.
- ~~Schedules appointments and meetings and arranges for travel or staff attendance at conferences, workshops, and professional functions.~~
- ~~Assists executives with preparation of routine, administrative matters; maintains calendar of activities;~~ agendas and staff reports, and supporting documents for meeting and presentation purposes.
- ~~Prepares agenda packets, takes and transcribes minutes of, and performs follow-up for meetings subject to the Ralph M. Brown Act, including meetings of the Board of Directors' meetings, Users' Directors, Executive Committee meetings; User Committee; and various Task Force and other meetings; transcribes minutes of Task Force Committee meetings; prepares agendas and follow up from meetings; indexes~~
- ~~Indexes~~ and maintains complex filing systems ~~and keeps,~~ keeping various records and data current; ~~may handle.~~
- ~~Handles~~ confidential or sensitive matters; ~~has.~~
- ~~Prepares personnel documents and maintains personnel files and confidential information.~~



- Has primary responsibility for answering incoming telephone calls, ~~responsible and performing reception duties.~~
- Responsible for taking requests for technical equipment repair and, documentation.

### QUALIFICATIONS

- ~~Training and Experience: Any combination equivalent~~Submits information to graduation and obtains information from high school, supplemented by courses in office outside agencies to support Authority programs.
- Assists with recruitment activities, including application processing, examination and interview coordination, onboard processing, and registration and liaison duties with career fair opportunities.
- Assists with management, and five (5) of employee medical, dental, and vision benefits.
- Maintains office equipment.
- Purchases office supplies and equipment and researches information regarding vendors, contractors, and consultants; compiles budgetary data and tracks account expenditures, as needed.
- Conducts surveys and replies to requests for data; researches Authority and departmental records; prepares tables and exhibits; explains policies and practices; draws conclusions and recommends actions.
- Organizes, prepares, and updates Authority and departmental records and archives, and may recommend how this information may be used in various reports; administers departmental document retention schedule activities in compliance with Authority guidelines.
- Administers contracts and requisitions for professional services and a variety of other materials, equipment, and services; oversees payments of invoices and claims.
- Other related duties as assigned.

### Minimum Qualifications

- Graduation from an accredited college or university with a Bachelor's degree in Public or Business Administration, or a closely related field
- Four years of recent, paid and progressively responsible office and stenographic experience-administrative support experience. Recent experience providing complex clerical and technical support to a Department Head or Division Head is desirable in a public sector environment is desirable.

~~Knowledge, Skills and Abilities: Knowledge of administrative processes and procedures; ability to compose many different instruments, such as affidavits, acknowledgements, resolutions, minutes, and others; ability to maintain a calendar of activities, and to expedite various actions and proceedings; composes correspondence, as needed; ability to make special arrangements, appointments~~

~~and reservations, as needed; ability to take verbatim and summary minutes of meetings; ability to take dictation at not less than 100 words per minute, and ability to type at not less than 60 words per minute; ability to work cooperatively with Authority officials, other agencies and the public.~~

LICENSE:

- Possession of a valid California driver's license at the time of employment.

Knowledge, Skills and Abilities:

•    Knowledge of:

- administrative processes and procedures.
- office administration practices and procedures;
- correct English usage, including spelling, grammar and punctuation;
- basic functions of public agencies, including the role of governing bodies and elected and appointed officials;
- rules and procedures governing public notices and conduct of public meetings;
- word processing, spreadsheet, and graphics software applications;
- record keeping, filing, purchasing, and accounting practices and procedures;
- research methods;
- customer service practices.

•    Skill in:

- Using a personal computer and applicable software applications, including Microsoft Office Suite (Word, Excel, PowerPoint).
- Reading, writing and communicating at an appropriate level.

•    Ability to:

- compose correspondence and many different instruments, such as acknowledgements, resolutions, minutes, and others.
- maintain a calendar of activities, and to expedite various actions and proceedings.
- ~~work cooperatively with Authority officials, other agencies and the public.~~
- operate modern office equipment and computer hardware;
- use word processing, spreadsheet, graphics, and specialized software applications programs;
- type at a net rate of 45 words per minute;
- plan, organize and prioritize administrative assignments to meet deadlines;
- take minutes and provide administrative support to the Executive Director, members of the Board of Directors and Executive Committee, managers, and various committees;
- communicate effectively, both orally and in writing;
- proofread and prepare clear, accurate, and concise records and reports;

- establish and maintain effective working relationships with staff, management, elected and appointed officials, vendors, contractors, consultants, public and private representatives, and others encountered in the course of work;
- exercise tact and diplomacy in explaining and obtaining compliance with administrative procedures;
- establish and maintain departmental files and confidential records.




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018

**ITEM NUMBER:** 3f

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** RESOLUTION NO. 316 OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A PURCHASING POLICY AND REPEALING RESOLUTION NO. 259

**ATTACHMENTS:**

1. Resolution No. 259
2. Expenses by Vendor Report for FY2017/182.
3. Resolution No. 316

### RECOMMENDATION

Staff recommends that the Executive Committee adopt Resolution No. 316 establishing a Purchasing Policy and repealing Resolution No. 259.

### DISCUSSION

On October 16, 2007, the Executive Committee adopted Resolution No. 259 (Attachment #1) establishing the Authority's current Purchasing Policy. Key aspects of this policy include provisions requiring purchases greater than \$5,000 and all contracts for professional services to be approved by the Executive Committee.

During its July 17, 2018 meeting, the Executive Committee reviewed this policy and provided direction for changes to be made. This direction included:

1. Increase the threshold whereby purchases must be approved by the Executive Committee from \$5,000 to \$15,000.
2. Establish provisions for emergency procurements to allow the Executive Director make purchases in excess of \$15,000, subject to subsequent ratification by the Executive Committee.
3. Exempt professional services from formal bidding requirements.

The Executive Committee also requested a summary that shows how much the Authority typically expends per year on each of its vendors. A report summarizing this information for FY2017/18 is included as Attachment #2 to this report.

Staff has developed Resolution No. 316 (Attachment #3) as a new proposed Purchasing Policy for the Authority, which is intended to supersede Resolution No. 259. In addition to the direction received from the Executive Committee on July 17, 2018, this proposed policy also:

1. Clarifies that the Executive Director is authorized to approve purchase orders and contracts for supplies, equipment, and services up to fifteen thousand dollars (\$15,000.00)
2. Authorizes the Executive Director to approve cumulative increases to purchase orders and contracts approved by the Executive Committee up to an additional fifteen thousand dollars (\$15,000.00) as long as sufficient funding is available.
3. Specifies thresholds for purchases that require no bidding, informal bidding, and formal bidding.
4. Allows the use of Blanket Purchase Orders.
5. Establishes sole source purchasing requirements.
6. Allows for participation in cooperative purchases with other governmental agencies to take advantage of economies of scale.
7. Allows for the use of Authority credit cards to make small purchases.
8. Defines unauthorized purchases and contracts.
9. Prohibits the splitting of purchases to circumvent this policy.
10. Authorizes the disposition of obsolete and surplus property.

Staff believes that the adoption of Resolution No. 316 will increase increase the efficiency of the organization, ensure that the Authority is agile enough to procure goods and services in a timely manner, improve transparency related to financial transactions, and clarify procurement standards and expectations.

### **FISCAL IMPACT**

None.

# **ATTACHMENT #1**

Agenda Item 3f

**RESOLUTION NO. 259**

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A PURCHASING POLICY AND REPEALING RESOLUTION No. 69**

**WHEREAS**, the Executive Committee of the South Bay Regional Public Communications Authority (Authority) desires to establish the Authority's purchasing policy;

**WHEREAS**, the Executive Committee, on August 21, 2007, repealed Sections 1.0 – Budget Management, and 4.0 – Financial Reporting, of Resolution No. 69;

**WHEREAS**, Sections 2.0 – Disbursal of Funds, and 3.0 – Purchasing, the remaining sections of Resolution No. 69 adopted by the Authority's Board of Directors on July 20, 1983, need to be repealed;

**WHEREAS**, the Authority is continuing to develop a comprehensive Finance Policies & Procedures Manual;

**WHEREAS**, said Manual delineates responsibilities, policies, and procedures for procuring goods and services for the Authority;

**WHEREAS**, the Executive Committee designates the Executive Director of the Authority as the Authority's Purchasing Officer;

**WHEREAS**, the Executive Director shall be authorized to commit and expend Authority funds in accordance with the policies and procedures outlined in said Manual, and, within the limitations as established by the Executive Committee herein. Purchases and contracts for supplies, services and equipment costing more than Five Thousand Dollars (\$5,000.00) shall be by written contract, and shall require prior approval of the Executive Committee. Furthermore, contracts for professional services shall be subject to approval by the Executive Committee.

**NOW, THEREFORE, BE IT RESOLVED** that the following purchasing policy is established:

**SECTION 1 – POLICY:** Establish efficient and cost-effective procedures for the purchase of supplies, services, and equipment; secure Authority supplies, services, and equipment at the lowest possible cost commensurate with the quality needed; clearly define authority for the purchasing function; and assure the quality of purchases to meet the Authority's needs.

**SECTION 2 – PURCHASING OFFICER:** The Executive Director is designated as Purchasing Officer. As such, the Executive Director may delegate this authority to any of the Authority management staff, as appropriate.

**SECTION 3 – PROCEDURES:** Purchasing procedures shall be outlined in the Authority's Finance Policies & Procedures Manual.

**SECTION 4 – REPEAL OF RESOLUTION:** Resolution No. 69 adopted on July 20, 1983 is hereby repealed.

**WE HEREBY CERTIFY** that the foregoing is a true copy of the Resolution adopted by the Executive Committee of the South Bay Regional Public Communications Authority in a meeting thereof, held on the 16<sup>th</sup> day of October 2007 by the following vote:

AYES: Dolan, Lansdell, Pathirana.

NOES: None.

ABSENT: None.

ABSTAIN: None.



Jag Pathirana  
Chairman, Executive Committee



Ralph Mailloux  
Secretary, Executive Committee



## **ATTACHMENT #2**

Agenda Item 3f



# Expenses by Vendor

FY 2018

Summary by Vendor				
Vendor #	Vendor	Expenses	% of Total	Description
00225	COMMLINE INC	\$365,743.13	18.68%	Infrastructure Support
00148	HAWTHORNE, CITY OF	360,081.75	18.39%	IT Support/CAD
00072	STATE COMPENSATION INS FUND	165,726.09	8.46%	Worker's Comp Insurance
00009	BROWN & BROWN INSURANCE SERV	128,899.35	6.58%	Insurance
00008	FEDERAL SIGNAL CORP	109,099.59	5.57%	Tech Services Parts
00668	CHUBB	67,295.23	3.44%	Insurance
00671	COHEN, MD, MARC R.	65,000.00	3.32%	Medical Director
00087	LIEBERT CASSIDY & WHITMORE	52,599.10	2.69%	Legal Services
00145	SETINA MFG CO INC	51,187.80	2.61%	Tech Services Parts
00014	CDW GOVERNMENT, INC.	48,283.27	2.47%	Tech Services Parts/Radio Equipment
00047	MOTOROLA SOLUTIONS, INC.	47,725.94	2.44%	Tech Services Parts/Radio Equipment
00063	WHELEN ENGINEERING CO., INC.	47,174.86	2.41%	Tech Services Parts
00027	HAVIS INC.	39,365.38	2.01%	Tech Services Parts
00039	JANI-KING OF CALIF INC.	32,824.90	1.68%	Janitorial Services
00738	BLACK & COMPANY, LLC, TERI	29,513.56	1.51%	Recruitment Services (Exec. Director)
00748	WTI, WEATHERPROOFING	27,921.85	1.43%	Building Maintenance
00754	OSI HARDWARE, INC	22,137.63	1.13%	Tech Services Parts
00044	TYLER TECHNOLOGIES, INC.	18,396.03	0.94%	Accounting/Finance Software
00528	CONTINENTAL COMPUTERS/	18,389.53	0.94%	Tech Services Parts/Radio Equipment
00067	XCEL MECHANICAL SYSTEMS	18,354.98	0.94%	Building Maintenance
00036	TALLEY INCORPORATED	18,295.94	0.93%	Tech Services Parts
00760	LAWLES ENTERPRISES, INC.	17,600.00	0.90%	Background Checks
00667	BMS/DATA911 PRODUCTS	14,548.16	0.74%	Tech Services Parts
00538	TACTICAL COMMAND CABINETS LLC	13,160.00	0.67%	Tech Services Parts
00572	AIRGAIN, INC.	11,986.14	0.61%	Tech Services Parts/Radio Equipment
00735	XEROX FINANCIAL SERVICES	11,858.35	0.61%	Copier Lease
00481	WAYTEK, INC.	10,322.61	0.53%	Tech Services Parts
00518	WRAP BULLYS	9,600.00	0.49%	Tech Services Parts
00322	GEOSPATIAL TECHNOLOGIES, INC	9,564.00	0.49%	Reimbursable Software
00580	PUN GROUP, LLP, THE	9,000.00	0.46%	Auditing and Reporting Services
00682	VALLEY WIDE AIR	8,885.00	0.45%	Building Maintenance
00442	LAWSON PRODUCTS, INC.	8,569.33	0.44%	Tech Services Parts
00345	LEHR AUTO	8,530.81	0.44%	Tech Services Parts
00417	INFORMER SYSTEMS LLC	8,424.00	0.43%	Tech Services Parts
00407	COSCO FIRE PROTECTION INC	8,085.61	0.41%	Building Maintenance
00300	UNITED POWER GENERATION INC	7,950.85	0.41%	Building Maintenance
00703	TUFFY SECURITY PRODUCTS	7,940.56	0.41%	Tech Services Parts
00331	mitsubishi electric inc	7,828.68	0.40%	Elevator Maintenance
00208	LAGUNA MANUFACTURING INC	7,455.00	0.38%	Tech Services Parts
00156	CODE 3 INC	7,171.79	0.37%	Tech Services Parts
00043	MANEY WIRE & CABLE, INC.	7,127.11	0.36%	Tech Services Parts
00747	BIDDLE CONSULTING GROUP, INC	6,270.00	0.32%	Critical Subscription (Recruitment)
00688	IKEY	5,616.00	0.29%	Tech Services Parts
00488	UNITED AIRLINES	5,511.10	0.28%	Travel Expenses
00299	WYENN & ASSOCIATES	5,500.00	0.28%	Psyche Evaluations
00526	HEADSETTERS	5,398.64	0.28%	Radio Equipment
		\$1,957,919.65	100.00%	

Summary by Expense Description		
Description	Expenses	% of Total
Tech Services Parts	\$395,726.57	20.21%
Infrastructure Support	365,743.13	18.68%
IT Support/CAD	360,081.75	18.39%
Insurance	196,194.58	10.02%
Worker's Comp Insurance	165,726.09	8.46%
Tech Services Parts/Radio Equipment	126,384.88	6.46%
Building Maintenance	71,198.29	3.64%
Medical Director	65,000.00	3.32%
Legal Services	52,599.10	2.69%
Janitorial Services	32,824.90	1.68%
Recruitment Services (Exec. Director)	29,513.56	1.51%
Accounting/Finance Software	18,396.03	0.94%
Background Checks	17,600.00	0.90%
Copier Lease	11,858.35	0.61%
Reimbursable Software	9,564.00	0.49%
Auditing and Reporting Services	9,000.00	0.46%
Elevator Maintenance	7,828.68	0.40%
Critical Subscription (Recruitment)	6,270.00	0.32%
Travel Expenses	5,511.10	0.28%
Psyche Evaluations	5,500.00	0.28%
Radio Equipment	5,398.64	0.28%
<b>Total</b>	<b>\$1,957,919.65</b>	<b>100.00%</b>

**Excluded Items:**

1. Vendors with total annual expenses below \$5,000.
2. Medical payments to retirees.
3. Utility/Phone/Tax/Deductible expenses.
4. Payroll/Benefit related expenses.
5. Excludes Capital (Motorola, Commline, and Hawthorne - Punta)

## **ATTACHMENT #3**

Agenda Item 3f

## RESOLUTION NO. 316

### RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A PURCHASING POLICY AND REPEALING RESOLUTION NO. 259

**WHEREAS**, the Executive Committee, on October 16, 2007, established the Authority's purchasing policy by repealing Resolution No. 69 and adopting Resolution No. 259 in its place; and

**WHEREAS**, the Executive Committee desires to update the Authority's purchasing policy in order to establish efficient procedures for the purchase of supplies, services and equipment at the lowest possible cost commensurate with quality needed; to exercise positive financial control over purchases; and to clearly define authority for the purchasing function.

**NOW, THEREFORE, BE IT RESOLVED** by the Executive Committee of the South Bay Regional Public Communications Authority that the following purchasing policy is established:

#### Section 1: Adoption of Purchasing Policy

This policy is adopted in accordance with Section 54201 through 54205 of the Government Code of the State which requires every local agency to adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency.

#### Section 2: Purchasing Officer

The Executive Director is designated as Purchasing Officer. As such, the Executive Director may delegate this authority to any of the Authority's management staff, as appropriate.

The Purchasing Officer shall have authority to:

- A. Purchase or contract for supplies, equipment, and services required by the Authority in accordance with the provision of Section 54201 et seq. of the California Government Code.
- B. Negotiate and recommend execution of contracts for the purchase of supplies, equipment, and services;
- C. Act to procure for the Authority the needed quality in supplies, equipment, and services at least expense to the Authority;

- D. Discourage collusion in bidding and induce full competition on all purchases;
- E. Prepare and recommend to the Executive Committee revisions and amendments to the purchasing policy;
- F. Remain informed of current developments in the field of purchasing, prices, market conditions and new products;
- G. Supervise the inspection of all supplies, equipment, and services purchased to ensure conformance with specifications; and
- H. Recommend the sale of all supplies and equipment which cannot be used by any agency and which have become unsuitable for Authority use.

### Section 3: Purchase Orders, Change Orders, and Encumbrance of Funds

- A. Except as otherwise provided in this policy, purchases of supplies, equipment, and services shall be made only by numbered purchase order.
- B. Any change order for an approved purchase or contract shall be documented by a purchase order addendum. The Purchasing Officer may approve a change order as long as the combined amount of the original purchase order and the change order does not exceed fifteen thousand dollars (\$15,000.00). If the original purchase order or contract was approved by the Executive Committee, a change order may be approved by the Purchasing Officer in an amount that does not exceed fifteen thousand dollars (\$15,000.00). All other change orders shall be approved by the Executive Committee. No change order shall be binding on the Authority until approved as provided herein.
- C. Except in cases of emergency, the Purchasing Officer shall not issue any purchase order for supplies, equipment or services unless there exists an unencumbered appropriation against which such purchase is to be charged.

### Section 4: Purchase Order Requirements

- A. Value of Purchases.

General purchases of supplies, equipment and services of a value of five thousand dollars (\$5,000.00) or less are generally processed without bid activity. However, if, in the buyer's judgment, the prices obtained do not seem reasonable, the buyer may obtain informal quotes.

Purchases valued between five thousand dollars and one cent (\$5,000.01) and fifty thousand dollars (\$50,000.00) may be made without observing formal bidding procedures. Whenever possible, such purchases shall be based on at least three (3) bids competitive bids and shall be awarded to the lowest responsible bidder. Competition shall be sought for these transactions whenever the Purchasing Officer or buyer determines that competition is necessary to develop a source, validate prices, or for other sound business reasons. Informal solicitations may be secured in writing or via electronic modes. Before an order is placed, the buyer will determine that the price is reasonable and document how that determination was made.

The Purchasing Officer is required to obtain formal (written, sealed) bids on purchases valued at more than fifty thousand dollars (\$50,000.00).

B. Approval of Purchases.

Purchases less than or equal to fifteen thousand dollars (\$15,000.00) shall be approved by the Purchasing Officer.

Except as otherwise specifically provided in this section or in other sections of this policy, purchases of supplies, equipment and services of an estimated value greater than fifteen thousand dollars (\$15,000.00) shall be approved by the Executive Committee.

Section 5: Formal Contract Procedure

Except as otherwise specifically provided in this section or in other sections of this policy, purchases of supplies, equipment and services of an estimated value of more than fifty thousand dollars (\$50,000.00) shall be by formal sealed written competitive bids. Awards for such expenditures shall be made by the Executive Committee to the lowest responsible bidder in accordance with the following provisions:

A. Lowest Responsible Bidder.

"Lowest responsible bidder," as used in this policy, shall mean that bidder who best responds in price, quality, service, fitness, or capacity to the particular requirements of the Authority. Price alone shall not be the determining factor but shall be considered along with the other factors, including, but not limited to, the ability of the bidder to deliver, compatibility with existing systems, availability of parts or service, prior experience and other factors relating to the particular needs of the Authority for the supplies, equipment or services to be purchased.

B. Notices Inviting Bids.

The Purchasing Officer shall be responsible for posting notification of solicitation of bids, which shall include a general description of the articles to be purchased, state where bid specifications may be secured and the time and place for opening of the bids. The notice shall specify the factors referred to in subsection A of this section and which factors will be given special consideration in determining the lowest responsible bid for the supplies or equipment to be purchased. Notices shall be posted on the Authority's website and other public posting locations as determined by the Purchasing Officer.

C. Bidders' Security.

When deemed necessary by the Purchasing Officer, bidders' security may be prescribed in the notices inviting bids. Bidders shall be entitled to the return of bid securities; provided, however, a successful bidder shall forfeit his bid security upon his refusal or failure to execute the contract within the time designated in the bid specifications. The Executive Committee, on the refusal or failure of the successful bidder to execute the contract, may award the contract to the next lowest responsible bidder. If the Executive Committee awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Authority to the contract price differential between the lowest bid and the second lowest bid and the surplus, if any, shall be returned to the lowest bidder.

D. Performance Bonds.

The Purchasing Officer shall have authority to require a performance bond before entering into a contract in an amount reasonably necessary to protect the best interests of the Authority.

E. Bid Opening Procedure.

Sealed bids shall be submitted to the Administration Office and shall be identified as bids on the envelopes. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be available for public inspection.

F. Confidentiality of Bids.

Any written bid received pursuant to the provisions of this policy shall not be revealed directly or indirectly to any other bidder until the bidding process is completed and all submitted bids have been received and opened. A tabulation of all bids received shall be open

for public inspection during regular business hours after the bid opening.

G. Rejection of Bids.

The Purchasing Officer may reject any and all bids presented and re-advertise for bids.

H. Award of Contracts.

Any resulting contract shall be awarded by the Executive Committee to the lowest responsible bidder as defined in subsection A of this section.

Section 6: Blanket Purchase Orders

The Authority may, when pricing and terms are favorable, and as a convenience for users, establish an account with a vendor by means of a Blanket Purchase Order. When a Blanket Purchase Order has been established with a vendor, subsequent budgeted purchases may be made from that vendor.

The Authority will, when satisfied regarding the need, pricing, and terms, issue a Blanket Purchase Order with the approval of the Purchasing Officer or Executive Committee, based on the total planned value of the purchase. The Blanket Purchase Order will be "open" in that only the general nature of the purchases will be specified. The annual value limit will be defined prior to issuance of the Blanket Purchase order and renewed each fiscal year.

Section 7: Emergency Procurement

When a local emergency or disaster is proclaimed in the one or more of the Authority's member cities, the Authority is not required to engage in either informal or formal competitive bidding.

The Executive Committee delegates to the Purchasing Officer the authority to waive any procedures in this policy that are not statutorily mandated when making emergency purchases of supplies, equipment, materials or services.

"Emergency Purchases" are those procurements required to prevent the immediate interruption or cessation of necessary Authority services or to safeguard life, property or the public health and welfare and are subject to the following conditions:

- A. If the emergency purchase exceeds fifteen thousand dollars (\$15,000.00), the Purchasing Officer is authorized to make those



expenditures, subject to the presentation of the purchase to the Executive Committee for ratification within sixty (60) days.

- B. If the emergency requires the immediate procurement of supplies, equipment or services needed to preserve life and/or property, the purchase may be made without following bidding procedures. However, written justification enumerating one (1) or more of the following rationale, must be included with the purchase request: emergency protective measure, scarce commodity, emergency consulting services, emergency road clearance, other emergency requirement, and/or lack of bids. The use of a pre-existing contract may be utilized under these circumstances.
- C. During a declared emergency or disaster, the Purchasing Officer has the authority to rescind a contract for non-performance within twenty-four (24) hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance present an immediate threat to life, safety or improved property.
- D. If the emergency purchase exceeds five thousand dollars (\$5,000.00) and can only be made by use of the Authority's credit card, either due to the practicality of the situation or a vendor's refusal to accept Authority purchase orders, the Purchasing Officer is authorized to make those expenditures, subject to the presentation of the purchase to the Executive Committee for ratification within sixty (60) days.
- E. All purchases made under emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services or equipment provided and shall specify where the purchases were delivered and/or used.

#### Section 8: Professional Services

Contracts for services of specially-trained and professional persons shall be exempt from bidding. All contracts exceeding fifteen thousand dollars (\$15,000.00) must be approved by the Executive Committee.

#### Section 9: Sole Source Purchases

A sole source purchase is one made from only one source of supply or a purchase for which no advantage can be gained through competitive bidding. Sole source purchases often arise because specifications and requirements for the purchase are so distinct that only one possible source can provide the purchase or meet established standards. This may be the case with replacement parts for brand name machinery, equipment, or

vehicles or for compatibility with existing software or technology. To be valid, the sole source must be the only reasonably known source of supply meeting the bona fide specification requirements. Such determination must be justified in writing and approved by the Purchasing Officer or Executive Committee, as appropriate depending on the value of the purchase.

#### Section 10: Cooperative Purchasing

Cooperative purchasing is used by municipalities in the purchase of goods and services. This arrangement offers the participants significant economies of scale. Although one municipality may issue specifications and receive bids, each entity independently executes its own contract, administers the procurement function, and finances the purchase.

This is an acceptable practice that allows municipal agencies to "piggy-back" on contracts for services and supplies, issued by a wide range of other governmental agencies. Cooperative purchasing agreements may be entered into with state, city governments, public or quasi-public entities, and non-profit entities.

Where purchases are to be made in concert with or through agreements executed by other governmental agencies, formal bid requirements as outlined in Section 5 of this policy may be waived with Executive Committee approval.

#### Section 11: Credit Card Purchases

The Authority maintains a credit card program to provide a convenient method of making small purchases and to reduce the need for purchase orders, expense reimbursements, and the use of petty cash. Such purchases are subject to the following restrictions:

- A. The amount of a single purchase cannot exceed five thousand dollars (\$5,000.00).
- B. Purchases shall not be split in order to stay within the single purchase limit.
- C. The credit cards may not be used for services, unless the services have an approved contract on file, the contract amount does not exceed five thousand dollars (\$5,000.00), and the use is approved in writing by the Purchasing Officer.
- D. Purchases related to lodging, airfare, and other travel-related expenses shall only be made after receiving prior written approval from the Purchasing Officer.

Section 12: Unauthorized Purchases and Contracts

It shall be unlawful for an officer, employee, or agent of the Authority to order the purchase of supplies, equipment, or services, or to make any contract in violation of this policy, and any order, purchase or contract made contrary to the provisions of this policy shall not be binding on the Authority, and the Authority shall not be obligated thereunder.

Section 13: Prohibition Against Splitting Purchases

Purchase of supplies, equipment or services shall not be divided or staged for the purpose of circumventing the bidding or approval requirements of this policy.

Section 14: Disposition of Obsolete and Surplus Property

The Purchasing Officer shall dispose of all Authority owned surplus and obsolete property by bid, auction, negotiated sale or exchange for the best value attainable to the Authority.

If an item has become unsuitable for Authority use, the Purchasing Officer shall have the authority to sell, exchange, or otherwise dispose of all supplies and equipment, provided the item sold or disposed of does not have a current salvage value of more than fifteen thousand dollars (\$15,000.00). The Purchasing Officer is charged with the responsibility to secure the highest value possible in the disposal of Authority goods.

**BE IT FURTHER RESOLVED**, that Resolution No. 259 adopted on October 16, 2007 is hereby repealed.

The secretary shall certify to the adoption of this Resolution by the Executive Committee of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 21<sup>st</sup> day of August, 2018 by the following vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

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Edward Medrano, Chair  
Executive Committee

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Erick B. Lee, Secretary  
Executive Committee



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018

**ITEM NUMBER:** 3g

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director

**SUBJECT:** RESOLUTION NO. 314 OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY CLARIFYING ITS ACCEPTANCE OF A SUBAWARD UNDER THE FY 2016 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM FROM THE CITY OF LOS ANGELES FOR THE INTEROPERABILITY NETWORK OF THE SOUTH BAY PROJECT

**ATTACHMENTS:**

1. Resolution 314
2. Resolution 305
3. Subaward Agreement with the City of Los Angeles

### **RECOMMENDATION**

Staff recommends that the Executive Committee adopt Resolution No. 314 clarifying the Authority's acceptance of a subaward under the FY 2016 Urban Area Security Initiative (UASI) Grant Program from the City of Los Angeles for the Interoperability Network of the South Bay Project.

### **BACKGROUND**

On November 17, 2015, the Executive Committee adopted Resolution No. 305 accepting grant funding in the amount of \$5,000,000 from the Los Angeles/Long Beach UASI program to fund a project to establish a communications system that would integrate with the Interagency Communications Interoperability System (ICI System) network and provide South Bay public safety agencies with wide area and interoperable communications capabilities throughout the Los Angeles County region. This project eventually came to be known locally as the Interoperability Network of the South Bay (INSB) project, on which the Authority is actively working with the INSB Joint Powers Authority to implement. This network is anticipated to go-live during the fall of 2018.

## **DISCUSSION**

As of March 31, 2018, the Authority has expended \$3,397,526.79 of the \$5,000,000 grant. Staff is in the process of assembling the documentation necessary to request reimbursement of these expenses from the City of Los Angeles. This request is anticipated to be submitted by the end of August 2018. Based on information received from the City of Los Angeles, the Authority should receive the reimbursement of funds within a few months after the request is approved.

The proposed Resolution No. 314 corrects a typographical error contained in Resolution No. 305 with regards to the fiscal year associated with the UASI program funding. Additionally, the subaward agreement with the City of Los Angeles requires that the Authority's governing board or authorized body provide written authorization to execute this agreement and accept and use the subaward. Additionally, this written authorization must specify that the governing board or authorized body agrees:

- That any liability arising out of the performance of this agreement shall be the responsibility of the Authority, governing board or authorized body.
- That subaward funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
- That the official executing the agreement is, in fact, authorized to do so.

## **FISCAL IMPACT**

None.

# **ATTACHMENT #1**

Agenda Item 3g

## **RESOLUTION NO. 314**

### **RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY CLARIFYING ITS ACCEPTANCE OF A SUBAWARD UNDER THE FY 2016 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM FROM THE CITY OF LOS ANGELES FOR THE INTEROPERABILITY NETWORK OF THE SOUTH BAY PROJECT**

**WHEREAS**, On November 17, 2015, the Executive Committee adopted Resolution No. 305 approving and accepting grant funding in the amount of \$5,000,000 from the FY 2011 Urban Area Security Initiative (UASI) to fund a project to establish a communications system that would integrate with the Interagency Communications Interoperability System (ICI System) network and provide South Bay public safety agencies with wide area and interoperable communications capabilities throughout the Los Angeles County region.

**WHEREAS**, this project was funded with a \$5,000,000 subaward from the City of Los Angeles, which serves as the fiscal agent for Los Angeles/Long Beach UASI Area, under the FY 2016 UASI grant program.

**WHEREAS**, this project eventually came to be known locally as the Interoperability Network of the South Bay (INSB) project which the South Bay Regional Public Communications Authority is actively working with the INSB Joint Powers Authority to implement.

**WHEREAS**, the accuracy of records is crucial to the Authority's operations.

**NOW, THEREFORE, BE IT RESOLVED** by the Executive Committee of the South Bay Regional Public Communications Authority:

1. The intent of the Executive Committee in adopting Resolution No. 305 on November 17, 2015 was to approve and authorize grant funding from the City of Los Angeles as a subaward under the FY 2016 UASI Grant Program for the INSB project. However, a typographical error was discovered in Resolution No. 305 which misidentifies the program as being approved and authorized under the FY 2011 UASI grant program. The Executive Committee hereby corrects the typographical error clarifying the subaward agreement under the FY 2016 UASI Grant Program.
2. The Authority is hereby authorized to execute a subaward agreement under the FY 2016 UASI Grant Program with the City of Los Angeles and accept and use the subaward.
3. That any liability arising out of the performance of the subaward agreement shall be the responsibility of the Authority, or its governing board or authorized body.

4. That subaward funds shall not be used to supplant expenditures controlled by the Authority or its governing board or authorized body.
5. The Executive Director has served as agent for the Authority at all times and was and continues to be authorized to execute and submit all documents including, but not limited to, applications, agreements, amendments, purchase orders, and payment requests, which may be necessary for the administration of the grant.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately and except as corrected herein, Resolution No. 305 remains in full force and effect.

The secretary shall certify to the adoption of this Resolution by the Executive Committee of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 21st day of August, 2018 by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

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Edward Medrano, Chair  
Executive Committee

---

Erick B. Lee, Secretary  
Executive Committee



## **ATTACHMENT #2**

Agenda Item 3g

**RESOLUTION NO. 305**

**A RESOLUTION OF THE EXECUTIVE COMMITTEE  
OF THE SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY MAKING AN  
APPROPRIATION**

**BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF THE SOUTH  
BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY:**

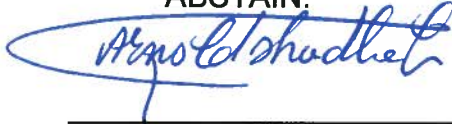
SECTION 1. That the Executive Committee hereby approves and accepts grant funding in the amount of \$5,000,000 from the 2011 Los Angeles/Long Beach Urban Area Security Initiative for purposes of establishing a communications system (cell) meeting the standards for membership in the Inter-Agency Communications Interoperable System (ICIS) JPA Network. This is a reimbursement based grant.

SECTION 2. That the sum of \$5,000,000 is hereby appropriated through the Executive Committee's funding source to provide funding for completion of the project prior to reimbursement.

SECTION 2: That the Authority's Finance Manager is authorized to make such other revisions, individual appropriation line items, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the changes specified in this Resolution.

WE HEREBY CERTIFY that the foregoing is a true and correct copy of the resolution adopted by the Executive Committee of the South Bay Regional Public Communications Authority in a meeting held on the 17<sup>th</sup> day of November, 2015, by the following vote:

AYES:	Danaj, Lansdell, Shadbeh.
NOES:	None.
ABSENT:	None.
ABSTAIN:	None.



Acting City Manager Arnie Shadbeh  
Chairman, Executive Committee



Executive Director Ralph Mailloux  
Secretary, Executive Committee

## **ATTACHMENT #3**

Agenda Item 3g



## **SUBAWARD AGREEMENT**

Subrecipient: South Bay Regional Communications

Title: FY 2016 Urban Area Security Initiative (UASI) Grant Program

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

## TABLE OF CONTENTS

<u>Section Number</u>	<u>Section Title</u>	<u>Page Number</u>
<b>I. GENERAL INFORMATION</b>		
§1.1	Federal Award Information .....	1
§1.2	Subaward Information and Period of Performance .....	1
§1.3	Parties and Notice .....	2
§1.4	Authorities .....	2
<b>II. SUBAWARD TERMS AND CONDITIONS</b>		
§2.1	Summary of Requirements.....	4
§2.2	City Administrative Requirements .....	4
§2.3	DHS and CalOES Requirements .....	7
§2.4	Uniform Requirements for Federal Awards .....	12
<b>III. STANDARD PROVISIONS</b>		
§3.1	Independent Party .....	17
§3.2	Construction of Provisions and Title Herein .....	17
§3.3	Applicable Law, Interpretation and Enforcement.....	17
§3.4	Integrated Agreement .....	17
§3.5	Excusable Delays.....	18
§3.6	Breach.....	18
§3.7	Prohibition Against Assignment and Delegation.....	18
§3.8	Indemnification .....	18
§3.9	Subcontractor Assurances .....	19
§3.10	Remedies for Noncompliance .....	19
§3.11	Termination .....	19
§3.12	Amendments .....	20
§3.13	Complete Agreement .....	20
	Signature Page .....	.21

## EXHIBITS

- Exhibit A DHS Standard Conditions and CalOES Assurances
- Exhibit B Financial Management Forms Workbook
- Exhibit C Modification Request and Reimbursement Request Forms
- Exhibit D CalOES Forms
- Exhibit E Technology Standards

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND SOUTH BAY REGIONAL COMMUNICATIONS

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 South Bay Regional Communications, 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) 2016 Urban Area Security Initiative Grant Program, FAIN #2016-DJ-BX-0246, CFDA #16.738, Federal Award Date August 10, 2016.

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 \$54,888,000.00.

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: **\$5,000,000.00**

Subaward Period of Performance (“Term”): **September 1, 2016  
to May 31, 2019**

Match Requirement: **None**

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

### §1.3 Parties and Notice

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

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

Party:	South Bay Regional Communications
Authorized Representative:	Ralph Mailloux
Authorized Department:	Executive Director, SBRPCA JPA
Address, Phone, Fax, E-mail:	4440 W. Broadway Hawthorne, CA 90250 Email: rmailloux@rcc911.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 (5) 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. #16-0777, 3/24/17)

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. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.
- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.



- c. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

**[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 2016 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2016 DHS Standard Terms and Conditions ("DHS Standard Conditions"), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2016 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2016 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances"), (6) CalOES Grant Management Memos ("GMM"), and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations ("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 legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

### §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 Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the "Workbook") and which is attached hereto as Exhibit B. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and 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.

The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. 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 C, and a revised Workbook showing such modification and containing all supporting documentation as required. Workbook modification requests must be submitted to the City no often than once a month and prior to deadlines set by the City. Requests submitted after any such deadline will be returned to Subrecipient and will not be accepted until the following submission period. The City will notify Subrecipient in writing if Workbook modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. 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 details regarding the milestone and completion dates for Subrecipient projects funded under the Subaward. Subrecipient shall manage its Subaward funded 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. In the event 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. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Subaward funds allocated to the Subrecipient.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES in connection with the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit D, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation ("EHP") request form, and (5) a sole source procurement request form. Subrecipient acknowledges that all such forms must be completed, delivered and approved by the City and CalOES **prior** to the purchase of said equipment, implementation of the project, or the completion of a sole source procurement, as the case may be. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Failure to gain approval of such completed requests and forms by the City and CalOES may disallow any costs incurred by Subrecipient under this Subaward in connection with such equipment, project or procurement.

- 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. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit E. 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 Agreement 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. In the event 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 prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) 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 may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. The City will notify Subrecipient in writing if a Reimbursement Request is inaccurate and/or incomplete. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall forward a Reimbursement Request to CalOES for payment within thirty (30) days of receipt of such Reimbursement Request, provided such request is deemed accurate and complete. The City shall forward reimbursement payment on a Reimbursement Request to Subrecipient within thirty (30) days of receipt of such reimbursement payment from CalOES to the City.

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, prior to the submission of such request, the Mayor's Office, in its sole discretion, has approved in writing the submission of such request after 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 such loss or reduction of Subaward funds.

### §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. These include, without limitation, (1) the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Standard Conditions, and (2) the Requirements for “Applicant” and subrecipients set forth in the CalOES Supplement and the CalOES Assurances. For reference, the DHS Standard Conditions and the CalOES Assurances are both attached hereto as Exhibit A and incorporated herein. 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:
  - a. 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.
- 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, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. 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.
- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 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:
- 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 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;
  - 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 2.3.G.c. above; and
  - d. 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 USC §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 USC 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 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, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections and Whistleblower Protection Act.*

#### §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. 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.

- 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 the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. 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, without limitation, 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. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient’s use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

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

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

K. Cost Principles

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

L. Audit Requirements

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

M. Closeout and Post Closeout

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

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### **III. STANDARD PROVISIONS**

#### **§3.1 Independent Party**

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

#### **§3.2 Construction of Provisions and Titles Herein**

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

#### **§3.3 Applicable Law, Interpretation and Enforcement**

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

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

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

#### **§3.4 Integrated Agreement**

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

### §3.5 Excusable Delays

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

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

### §3.6 Breach

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

### §3.7 Prohibition Against Assignment or Delegation

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

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

### §3.8 Indemnification

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



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

### §3.9 Subcontractor Assurances

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

### §3.10 Remedies for Noncompliance

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

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

### §3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

### §3.12 Amendments


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

### §3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and five (5) 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 <u>[Signature]</u> Deputy City Attorney</p> <p>Date <u>7/27/17</u></p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By <u>[Signature]</u> Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date <u>AUG 03 2017</u></p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By <u>[Signature]</u> Deputy City Clerk</p> <p>Date <u>8-4-17</u></p>	
<p>APPROVED AS TO FORM:</p> <p>By <u>[Signature]</u> South Bay Regional Communications Counsel</p> <p>Date <u>7/15/2017</u></p>	<p>For: <del>South Bay Regional</del> Regional Communications, a joint powers authority</p> <p>By <u>[Signature]</u> South Bay Regional Communications Executive Director</p> <p>Date <u>7/18/17</u></p>
<p>ATTEST:</p> <p>By <u>[Signature]</u> South Bay Regional Communications Administrative Deputy</p> <p>Date <u>7-18-17</u></p>	<p>[SEAL]</p>

City Business License Number: \_\_\_\_\_  
Internal Revenue Service ID Number: \_\_\_\_\_  
Council File/OARS File Number: C.F. #16-0777 Date of Approval 3/24/17  
City Contract Number: C-129793

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**EXHIBIT A**

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# The Department of Homeland Security Standard Terms and Conditions 2016

The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

## **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the 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 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 financial assistance office 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 [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

## **DHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, 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 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. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

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

### **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.

### **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.

**Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([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.

**Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, 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. ([42 U.S.C. §§ 12101–12213](#)).

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

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

**Civil Rights Act of 1964 – Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([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](#).

**Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), 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 ([42 U.S.C. § 3601 et seq.](#)), 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](#)).

**Copyright**

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

**Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict 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.

**Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

**Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund

deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

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

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([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](#)

## **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.

## **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of [31 U.S.C. § 3729](#)- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

## **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](#).

## **Federal Leadership on Reducing Text Messaging while Driving**

All 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.

## **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.

## **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](#), all 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*, as amended, [15 U.S.C. § 2225](#).

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

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) 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>.

## **Lobbying Prohibitions**

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an 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 concerning the award or renewal.

## **Non-supplanting Requirement**

All recipients who receive 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.

## **Notice of Funding Opportunity Requirements**

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

## **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.

## **Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). 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.

## **Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

## **SAFECOM**

All recipients who receive 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.

## **Terrorist Financing**

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

## **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended ([22 U.S.C. § 7104](#)). The award term is located at [2 CFR § 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

## **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individual 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.



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

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal 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 terms and conditions of your award.

**Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide 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 in the terms and conditions of your award.

**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](#).

**Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their 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.

**Whistleblower Protection Act**

All 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](#).



## Standard Assurances For All Cal OES Federal 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) California Supplement to the NOFO; and
- (d) 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 (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

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

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

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

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

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

## 2. Period of Performance

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

## 3. Lobbying and Political Activities

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

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

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

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 CFR §200.212 and codified in 2 CFR 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:

- (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 transactions (federal, state, or local) terminated for cause or default.

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

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

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;(42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), 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;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## 6. Drug-Free Workplace

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

## 7. Environmental Standards

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;



- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (i) 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.);
- (j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (k) 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 Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) 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.

#### **8. Audits**

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

#### **9. Access to Records**

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

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

#### **11. Financial Management**

False Claims for Payment The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

## **12. Reporting - Accountability**

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

## **14. Human Trafficking**

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

## **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

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

#### **18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (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 a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

#### **20. 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 Rights 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 - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **21. Reporting Accusations and Findings of Discrimination**

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

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

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

### **22. Acknowledgment of Federal Funding from DHS**

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

### **23. Activities Conducted Abroad**

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

### **24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

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

### **25. Copyright**

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

**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 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, as amended, 15 U.S.C. § 2225a.

**30. Non-supplanting Requirements**

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

**32. Patents and Intellectual Property Rights**

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

**33. SAFECOM**

All Applicants who receive 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.

#### **34. Terrorist Financing**

All Applicants 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. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

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

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

#### **36. USA Patriot Act of 2001**

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

#### **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, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

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

Applicant: Los Angeles / Long Beach UASI

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Caitlin Ishigooka

Title: Director of Grants & Finance Date: 10/3/16

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**EXHIBIT B**

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Line #			Project Information										
Project Letter	Item #	Sub-Line #	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
												\$5,000,000.00	\$-
A	1	1	1	South Bay Regional Communications, JPA	JPA	Regional ISSI Interface	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 5,000,000.00	

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**EXHIBIT C**

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## LA/LB UASI Modification Request Form

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



### REQUIREMENTS FOR SUBMISSION:

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

### Modified From:

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

### 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								\$ -	\$ -	\$ -			
<b>Total:</b>										\$ -			

### MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes



## Project Timeline

Does your Modification Request require a change to your Project Timeline?

If Yes, please complete the Project Timeline below. All modification requests MUST allow for project completion within the grant performance period.

	Milestone	Timeline		Comments
	Select one per line, up to ten for the project.	Start	Finish	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Additional notes on project timeline:

**CITY OF LOS ANGELES**  
**URBAN AREAS SECURITY INITIATIVE GRANT**  
**Reimbursement Request Form**

Return Reimbursement Requests to:  
 Grant Specialist  
 Mayor's Office of Public Safety  
 200 N. Spring Street, Room 303  
 Los Angeles, CA 90012

Jurisdiction: \_\_\_\_\_  
 Agency/Department: \_\_\_\_\_  
 Expenditure Period: begin \_\_\_\_\_ end \_\_\_\_\_  
 Prepared By: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Project Information	
UASI FY 14 <input type="checkbox"/>	Project Letter: _____
UASI FY 15 <input type="checkbox"/>	Master Item #: _____
UASI FY 16 <input type="checkbox"/>	Sub-Line #: _____

**REIMBURSEMENT SUMMARY**

DIRECTIONS: Please submit one Reimbursement Request Form for each UASI grant year, fiscal year, and type of expenditure. Follow the Reimbursement Request Checklist to compile supporting documentation, and then complete the Typed Resource Report and the associated Roster(s). **Please remember that if the reimbursement includes personnel or consultant fees, those rosters will also need to be completed.**

Type of Expenditure	Authorized Total Amount	Previously Requested	Current Request	Cumulative Request	Balance
				\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -

Please mark this box to indicate final request for reimbursement

*This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for costs incurred within the Grant Performance Period. Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.*

**Authorized Department Approval:**

Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

**Please Remit Payment To:**

Agency \_\_\_\_\_  
 Address (Line 1) \_\_\_\_\_  
 Address (Line 2 - Optional) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Mayor's Office Use Only**

Invoice Tracking: \_\_\_\_\_  
 Fiscal Year: \_\_\_\_\_  
 Cash Request: \_\_\_\_\_  
 Invoice #: \_\_\_\_\_  
 Document ID: \_\_\_\_\_

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
EQUIPMENT CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

**Please contact your Grant Specialist with any questions about required supporting documentation**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:**

- Purchase Order**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Packing slips should be included. If packing slips were not part of the equipment delivery (e.g. licenses), the P.O. needs to be stamped "RECEIVED" with the date received, and signature.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- Equipment Roster:** Complete the attached 'Equipment Roster.' Submit electronically to your Grant Specialist and to [HSPS.Compliance@lacity.org](mailto:HSPS.Compliance@lacity.org)
- State Approvals:** EHP Approval, Watercraft Approval, Aircraft Approval, EOC Approval, as applicable. All requests must obtain State approval **PRIOR** to purchase. There are **NO** exceptions or retroactive approvals.
- Performance Bond:** All equipment items over \$250,000 or any vehicle, aircraft or watercraft **MUST** obtain a performance bond. A copy of the performance bond must be submitted to your Grant Specialist as soon as it is obtained, with an additional copy provided with the Reimbursement Request Form.

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

Signature: \_\_\_\_\_

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

Project	Master Item #	Sub-Line #	Equipment Description (Quantity)	AEL #	AEL Title	Invoice Number	Vendor	ID Tag Number	Internal ID Tag Number (if applicable)	Condition & Disposition	Deployed Location	Acquired Date	Acquired Cost	Equipment Custodian

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
TRAINING CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.  
**Please contact your Grant Specialist with any questions about required supporting documentation.**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**TRAINING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order Or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit copies of the Agenda **AND** submit Class Roster/Sign-in Sheets or Certificate of Completion with training date.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- Consultant Roster:** Complete the attached 'Consultant Roster.'
- State Approvals:** Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. All requests must obtain State approval **PRIOR** to commencement of training. There are **NO** exceptions or retroactive approvals.
- Total No. of Grant-Funded Trainees:** \_\_\_\_\_ **Total No. of Grant-Funded Instructors:** \_\_\_\_\_

**TRAINING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the training.
- Class Roster/Sign-in Sheets or Certificate of Completion with Training Date:** If claiming for Backfill the Class Roster/Sign-in Sheet or Certificate of Completion should be for the person who attended the training.
- Grant-Funded Typed Resource Report:** 'Typed Resource Report' needs to be completed, typically by the project's SME.
- State Approvals:** Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. International trainings require State approval. All requests must obtain State approval **PRIOR** to commencement of training. There are **NO** exceptions or retroactive approvals.
- Travel (if applicable):** Itemized receipts and proof of payment are required for airfare, lodging, meals and/or training/conference fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see [www.gsa.gov](http://www.gsa.gov) for approved per diem rates.
- Total No. of Grant-Funded Trainees:** \_\_\_\_\_ **Total No. of Grant-Funded Instructors:** \_\_\_\_\_

Completed By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LA/LB UASI**  
**REQUIRED SUPPORTING DOCUMENTATION FOR**  
**EXERCISE CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.  
**Please contact your Grant Specialist with any questions about required supporting documentation.**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**EXERCISE PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit copies of Sign-in Sheets **AND** submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Consultant Roster:** Complete the attached 'Consultant Roster.'
- State Approvals:** Copy of EHP Approval, as applicable. Please note that **ANY** exercise with an outside component, **MUST** get EHP approval. All requests must obtain State approval **PRIOR** to date of exercise. There are **NO** exceptions or retroactive
- Exercise Date:** \_\_\_\_\_ **Number of Exercise Participants:** \_\_\_\_\_

**EXERCISE PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the exercise.
- Sign-in Sheets or Certificate of Completion with Exercise Date:** If claiming for Backfill, the Sign-in Sheet or Certificate of Completion should be for the person who attended the exercise.
- State Approvals:** Copy of EHP Approval, as applicable. Please note that **ANY** exercise with an outside component, **MUST** get EHP approval. All requests must obtain State approval **PRIOR** to date of exercise. **NO** exceptions or retroactive approvals.
- Travel (if applicable):** Itemized receipts and proof of payment are required for airfare, lodging, meals and/or exercise fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see [www.gsa.gov](http://www.gsa.gov) for approved per diem rates.
- After Action Report:** Submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.
- Exercise Date:** \_\_\_\_\_ **Number of Exercise Participants:** \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**LA/LB UASI**  
**REQUIRED SUPPORTING DOCUMENTATION FOR**  
**PLANNING CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

**Please contact your Grant Specialist with any questions about required supporting documentation**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**PLANNING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Consultant Roster:** Complete the attached 'Consultant Roster.'

**PLANNING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for.
- Personnel Roster:** Complete the attached 'Personnel Roster.'
- Final Product:** Submit a copy/copies of the Final Product as outlined in the workbook OR submit intermittent deliverables as discussed with your Grant Specialist.

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

Signature: \_\_\_\_\_

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

**LA/LB UASI  
REQUIRED SUPPORTING DOCUMENTATION FOR  
ORGANIZATION CLAIM REIMBURSEMENT**

**IMPORTANT\*\*** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this **Checklist** with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

**Please contact your Grant Specialist with any questions about required supporting documentation**

**PROCUREMENT**

- Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- Sole Source Purchase:**
  - State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
  - Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.

**ORGANIZATION PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- Purchase Order or Service Contract**
- Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- Proof of Delivery:** Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
- Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- Consultant Roster:** Complete the attached 'Consultant Roster.'

**ORGANIZATION PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll
- Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and
- Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill,
- Personnel Roster:** Complete the attached 'Personnel Roster.'
- Federal Request:** If requesting reimbursement for Overtime, include a copy of the Federal Request for Overtime. This applies

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

Signature: \_\_\_\_\_

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



**Grant-Funded Typed Resource Report**

**Tool Instructions:**

1. Each row should contain the equipment purchased with, or training held, using grant funds for current reporting period. If more than one of the SAME equipment item was purchased, please use one line and note the quantity in the 'Comments' section. Otherwise, use a different line for each different equipment item purchased. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed. The description and listing of NIMS typed resources can be found at: <https://rtlt.ptacccenter.org/Public>.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Additional Core Capability Supported:	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	Mass Search and Rescue Operations	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	3	Sustain Current	Operational Coordination		\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services		\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	Infrastructure Systems	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Project	Consulting Firm & Consultant Name	Project & Description of Services	Deliverable	Solution Area	Solution Area Sub-Category	Expenditure Category	Period of Expenditure	Fee For Deliverable	Billable Hour Breakdown		
									Total Salary & Benefits charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours
<i>A</i>	<i>XYZ and Associates</i>	<i>Develop a regional mass evacuation plan</i>	<i>Mass Evacuation Plan</i>	<i>Planning</i>	<i>Develop and Enhance Plans, Protocols &amp; Systems</i>	<i>Consultant/Contractor Fee</i>	<i>2/1/14-8/1/14</i>	<i>50,000</i>			

Project	Employee Name	Project/Deliverable	Discipline	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Total salary & Benefits charged for this Reporting Period	Total Project Hours
<i>A</i>	<i>Officer J. Smith</i>	<i>Alliance: Planning/Validation, Training &amp; Exercise</i>	<i>LE</i>	<i>Planning</i>	<i>Develop and Enhance Plans, Protocols &amp; Systems</i>	<i>1/11/15-1/24/15</i>	<i>3,500</i>	<i>80</i>

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EXHIBIT D

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

**AVIATION EQUIPMENT REQUEST FORM**

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

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

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

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

1. Indicate the type of equipment for this request

Aviation Equipment _____ Aviation Related Equipment _____
---

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

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

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

**WATERCRAFT REQUEST**

Subgrantee Name: \_\_\_\_\_

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

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

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Project Amount: UASI \$ \_\_\_\_\_ SHSP \$ \_\_\_\_\_

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

Watercraft _____      Watercraft- Related Equipment _____
---

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

Equipment & Description	Cost	AEL number

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

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

**WATERCRAFT REQUEST**

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

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)



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

**ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST**

Subgrantee Name: \_\_\_\_\_

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

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

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

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

Primary EOC \_\_\_\_\_

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

2. Physical address of facility:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

- 6.

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

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

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

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

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

(Name)

(Signature)



OMB Control#: 1660-0115  
Expiration Date: 10/31/2013  
FEMA Form: 024-0-1

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

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

*There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed.* Information Bulletin 345, Grant Programs Directorate Programmatic Environmental Assessment, September 1, 2010, provides details on these activities.

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: <http://www.fema.gov/plan/ehp/ehpreview/index.shtm>

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

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**Paperwork Burden Disclosure Notice**

*Public reporting burden for this form 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 the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. 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).*

## SECTION A. PROJECT INFORMATION

DHS Grant Award Number:..... \_\_\_\_\_

Grant Program: ..... \_\_\_\_\_

Grantee ..... \_\_\_\_\_

Grantee POC: ..... \_\_\_\_\_

Mailing address: ..... \_\_\_\_\_

E-mail: ..... \_\_\_\_\_

Sub grantee: ..... \_\_\_\_\_

Subgrantee POC: ..... \_\_\_\_\_

Mailing address: ..... \_\_\_\_\_

E-mail: ..... \_\_\_\_\_

Estimated cost of project: ..... \_\_\_\_\_

Project title: \_\_\_\_\_

Project location (physical address or latitude-longitude): \_\_\_\_\_

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

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## SECTION B. PROJECT TYPE

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

1.  **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2.  **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3.  **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems;

- alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4.  **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
  5.  **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
  6.  **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
  7.  **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

### SECTION C. PROJECT TYPE DETAILS

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

1.  **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
  - a. Specify the equipment, and the quantity of each:..... \_\_\_\_\_
  - b. Provide the Authorized Equipment List (AEL) number(s) (if known): ..... \_\_\_\_\_
  - c. Complete Section D.
  
2.  **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
  - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): ..... \_\_\_\_\_
  - b. Provide the location of the training (physical address or latitude-longitude): ..... \_\_\_\_\_
  - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? For further information refer to Information Bulletin #345, <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>: .....  Yes  No
    - If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email address): ..... \_\_\_\_\_
    - If No, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates):..... \_\_\_\_\_

- Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? .....  Yes  No

- If Yes, explain any differences between the proposed activity and Those that were approved in the past, and the reason(s) for the change in scope:.....

- If No, provide reference to previous exercise (e.g., FEMA grant name, number, and date):.....

- d. Would any equipment or structures need to be installed to facilitate training? .....  Yes  No

- If Yes, complete Section D

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

a. Complete Section D.

4.  **Generator installation.**

a. Provide capacity of the generator (kW): .....

b. Identify the fuel to be used for the generator (diesel/propane/natural gas): ..

c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): .....

d. Complete Section D.

5.  **New construction/addition.**

a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, 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.**

Information Bulletin 351, National Historic Preservation Act Section 106 Review Requirements for Communications Facilities, January 4, 2011 has additional guidance and information on EHP requirements for communications towers. Available at: <http://www.fema.gov/pdf/government/grant/bulletins/info351.pdf>

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: .....
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: .....
  - If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: .....
- e. Would the tower be free-standing or require guy wires? .....  Free standing  Guy wires
  - If guy wires are required, state number of bands and the number of wires per band:.....
  - Explain why a guyed tower is needed to meet the requirements of this project: .....
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? .....
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating):.....
- h. Describe the frequency and seasonality of fog/low cloud cover: .....
- i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: .....
- j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site?.....  Yes  No
  - Describe how presence/absence of bird roosts or rookeries was determined: .....
- k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: .....
- l. Distance to nearest existing telecommunication tower: .....
- m. Have measures been incorporated for minimizing impacts to migratory birds?.....  Yes  No
  - If Yes, describe: .....
- n. Has a Federal Communications Commission (FCC) registration been obtained for this tower?.....  Yes  No
  - If Yes, provide Registration #: .....
  - If No, why? .....
- o. Has the FCC E106 process been completed?.....  Yes  No
- p. Has the FCC Tower Construction Notification System (TCNS) process been completed?.....  Yes  No
  - If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction

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

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

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

r. Complete Section D.

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

a. Provide a complete project description: .....

b. Complete Section D.

**SECTION D. PROJECT DETAILS**

Complete all of the information requested below.

1.  **Project installation**

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

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

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

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

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

• If No, describe power source and detail its installation at the site: .....

2.  **Age of structure/building at project site**

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

• If the building or structure involved is over 45 years old and



significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):.....

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

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

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

• If Yes, identify the name of the historic property, site and/or district and the National Register document number:.....

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

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

• Labeled, color, ground-level photographs of the project site:.....  Required

• Labeled, color photograph of each location where equipment would be attached to a building or structure:.....  Required

• Labeled, color aerial photograph of the project site:.....  Required

• Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): .....  Attached

• Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): .....  Attached

b. Are there technical drawings or site plans available? .....  Yes  No

• If yes, attach: .....  Attached

**Appendix A has guidance on preparing photographs for EHP review**

4.  **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? .....  Yes  No

• If Yes, attach documentation with this form: .....  Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? .....  Yes  No

• If Yes, attach documentation with this form:.....  Attached

c. Was a NEPA document was prepared for this project? .....  Yes  No

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

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

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

Name of preparing agency:.....

Date approved:.....

## **Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions**

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

### **Minimum requirements for photographs.**

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

### **Best Practices**

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

### **Options for Creating Photographs**

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

## Example Photographs

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



Figure 1. Example of labeled, color aerial photograph.

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



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

**Ground-level photograph with equipment close-up.**

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

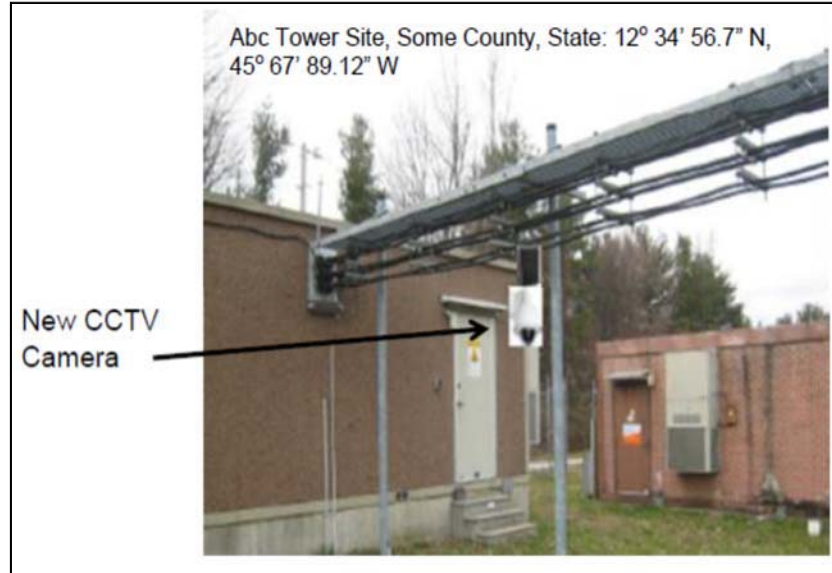


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

**Ground-level photograph with excavation area close-up.**

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



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



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



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

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

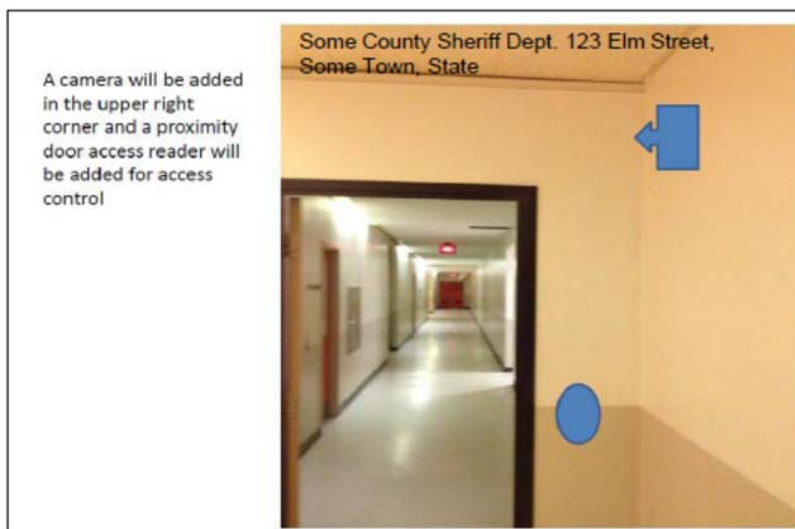


Figure 6. Interior photograph showing proposed location of new equipment.

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

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

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

Homeland Security Grant Program FY: \_\_\_\_\_ Grant Number: \_\_\_\_\_ CalOES ID# \_\_\_\_\_

Subgrantee name: \_\_\_\_\_ Project: \_\_\_\_\_

**REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION**

1. Project name: \_\_\_\_\_ Project Budget: \$ \_\_\_\_\_
2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.
3. Describe your organization’s standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).
4. Indicate which of the following circumstances resulted in your organization’s need to enter into a sole source contract.
  - a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)
  - b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, “Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner.” (Describe the urgency or emergency. Please provide details)
  - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?
6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?
7. Has your organization determined the costs are reasonable?
8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

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EXHIBIT E

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## **Technology Project Standards**

### **1. Virtual Port (Data System Projects)**

- 1) Web-based software: system on browser technology instead of proprietary system
- 2) API or STK software integration tools- application is typically provided by the manufacturer
- 3) Exchange protocols: 128 bit encryption
- 4) Dual authentication

### **2. Downlink Project**

1. Ability to go non-encryptic for both receivers and transmitters
2. 6.5 GHz Range
3. High-gain antennas
4. Moving Pictures Expert Group (M-PEG) current standards for decoding: M-PEG 4

### **3. SMART Classroom**

1. 2 Mbps minimum bandwidth
2. Code-X Specs- minimum of C40 (2 video outputs)
3. Camera Specs- 1080 dpi
4. Firewall settings:
5. IT personnel required for set-up/installation

### **4. LARCOPP**

Asset Manager – Tracks personnel and equipment to shift or operational period based on availability either on duty or on overtime. Tracks all working hours and prints out overtime slips in compliance with FMAG reimbursement procedures.

Logs- Ability to create multiple logs for different ICS sections, divisions, or agencies for multiple operational periods.

Mapping – Ability to plot personnel, equipment, missions for a variety of incidents, draw perimeters, fire lines, fire progression, plume modeling etc.

Video Streamer- Ability to stream multiple videos streams from ANTARES cameras in to several locations, (EOC's mobile command post trailers).

Message Center – Ability to have private encrypted chat rooms for operators to discuss operations, FAX service to send and receive FAXs', Email groups ability to send and receive emails with attachments or send attachments on email.

ICS Forms - Ability to create ICS forms and complete EAP's/IAP's

Downlink Receiver – Ability to receive both 4.9 and 6.5 GHz downlink video

Triage App – Ability to track patients at an MCI incident both by name and location.

Tri-Korder phones - Ability to have most of the above applications on a smart phone and also the ability to use the Tri Korder phone as a GPS tracker to track personnel live on the mapping app

Re-Stat ability - to have situational awareness of all you deployed and waiting resources as well as missions

Missions – creates and tracks missions both for a pre-planned and emerging events. Ability to insert detailed instructions for personnel

Reports - Ability to print up multiple reports about personnel, missions, overtime costs.

All of these abilities are shared with all agencies participating in the LARCOPP program. There are several servers throughout the region that give us the ability to share and view everyone's incidents and information live. It also allows us to work together on a single incident allowing multiple agencies in a unified command to have the same picture of the incident. All of this information is encrypted.

## **5. License Plate Recognition (LPR)**

### **Overview:**

Fixed and Mobile License Plate Recognition system should contain the following components: (a) Fixed License Plate Recognition Cameras including all necessary mounting hardware, (b) Capability to accept a network connection capable of backhauling data to city network, (c) Hardware capable of creating VPN between network connection identified in (b) and City/Agency network.

### **System Requirements:**

- System shall have the ability to capture license plates and compare them to a database detailed by the purchasing agency;
- System shall be able to perform this analysis in varied lighting and weather conditions at an accuracy level deemed suitable by the purchasing agency;
- System shall have the ability to link or share data with other LPR systems;
- The LPR system shall have the ability to be deployed in both a mobile and fixed installation based on standards set by the agency purchasing;
- The systems timekeeping shall automatically update when time changes occur (e.g., Daylight savings time) and be consistent with correct calendar dates;
- Any system selected shall allow for the purchasing agency to be the sole owner of the data;
- Data shall be compatible with standard SQL format;
- System selected shall at a minimum have the ability for a unique user sign and audit/reporting capability;
- Still imagery must be in a non-proprietary format;
- Each read shall retain the associated metadata the minimally includes:
  - GPS location;
  - Date;
  - Time;
  - Source (vehicle ID/fixed identifier);
  - Alert reason;

- System must have the ability to retain all data captured for a period set by the purchasing agencies requirements;
- The system must be industrial/commercial grade. No prototype models will be considered;

### **Hardware:**

- Loss of power to any hardware shall not result in the unit requiring reprogramming;
- Sudden loss of power shall not cause the loss of data;
- All wiring shall meet industry standards applicable to the wire applications and all systems must be properly grounded using the same industry standards;
- The systems shall operate under extreme hot and cold weather conditions (20to 160 degrees Fahrenheit);
- Camera system shall capture an image of the plate and overview of the vehicle;
- Mobile systems shall support a minimum of four cameras capable of capturing license plates;
- System shall comply with the purchasing agencies' lighting standards for fixed installations;
- Cameras must operate on a filtered, regulated and short-circuit-protected power source.
- The system will be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered.
- Camera will need to possess sufficient internal memory such that during times of impaired network connectivity data will not be lost.
- Ruggedized exterior for camera and networking equipment
- Vibration resistant
- Rugged mounts that provide stability to all equipment

### **Network Conditions:**

- System Network connection should be capable of sustained 250kb/s speeds.
- Human intervention shall not be required to establish/maintain the connection
- Connection should be capable of automatic reconnection in the event of power-loss or temporary issue with service provider.
- If a device is required at each network connection point, it shall be capable of encrypting data being sent back to any Agency network.

### **Warranty and Maintenance:**

- System selected shall include a comprehensive warranty and maintenance for the maximum amount of time allowed by the grant guidelines;

### **Regional Sharing:**

- Any agency using UASI/SHSG Grant Funding shall agree to enter into a standard Memorandum of Agreement to share data between LA-LB UASI law enforcement members (to be developed and provided prior to final grant award);




# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018

**ITEM NUMBER:** 3h

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director 

**SUBJECT:** SCOPE OF WORK FOR COMPREHENSIVE COST OF SERVICE AND ALLOCATION STUDY

**ATTACHMENTS:** None

### **RECOMMENDATION**

Staff recommends that the Executive Committee review the proposed scope of work for the Comprehensive Cost of Service and Allocation Study and provide direction as appropriate.

### **DISCUSSION**

Based on direction received from the Executive Committee at its July 17, 2018 meeting, staff has developed a proposed scope of work for the Comprehensive Cost of Service and Allocation Study. Upon approval, this scope would be included in a Request for Proposals (RFP) document that will be sent to prospective firms and associations that specialize in public sector financial consulting.

The proposed scope of work would provide for the selected consultant to:

1. Work and meet with Authority staff and key stakeholders to refine the project scope, purpose, uses and goals of the Authority's Comprehensive Cost of Service and Allocation Study to ensure that the study will be both accurate and appropriate to the Authority's needs. Review project schedules and answer any questions pertaining to the successful development of the study.
2. Meet with staff and key stakeholders and conduct interviews as needed to gain an understanding of the Authority's processes and operations. Conduct a comprehensive review of the Authority's existing assessment methodology between its three (3) member cities, as established in the Authority's current bylaws, and the agreements for services that the Authority maintains with its three (3) contract cities.

3. Compare service costs with existing recovery levels and annual assessments for each city. This should include any service areas where the Authority is currently charging for services as well as areas where perhaps the Authority should charge, in light of the Authority's practices, or the practices of similar or nearby multi-agency public safety dispatch centers and/or radio and emergency equipment installation facilities.
4. Review the Authority's procedures and practices associated with the purchase of and accounting for parts and equipment involved in the installation of radios and emergency equipment in vehicles and make recommendations to improve this process and maximize cost recovery.
5. Recommend appropriate assessment allocation methodologies, fees and charges for member and contract cities alike, based on the firm's analysis of the Authority's services and practices, together with the appropriate overhead rates to ensure full cost recovery or a subsidy percentage for those fees where full cost recovery may be unrealistic. These recommendations should take into consideration the complexities of the Authority's member and contract city structure and the risks incurred by the member cities to operate and maintain the joint powers agency.
6. Recommend potential new fees and charges for services that the Authority currently provides but does not have any fees and/or charges established or recommend potential higher or lower fees and charges if needed. Recommendations should be based on practices by similar or nearby agencies that might charge for similar services, industry best practices, or the consultant's professional opinion.
7. Prepare a report that identifies the present assessments and fees, recommended assessments and fees, percentage change, cost recovery percentage, and revenue impact.
8. Prepare a report that identifies each service provided by the Authority, its full cost, and recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
9. Prepare a report that recommends improvements to the procedures and practices associated with the purchase of and accounting for parts and equipment involved in the installation of radios and emergency equipment in vehicles.
10. Report on other matters that come to the Consultant's attention in the course of the evaluation that, in the Consultant's professional opinion, the Authority should consider.
11. Provide a computer-based model in Microsoft Excel for adjusting these assessments, fees and charges for the Authority's current and future needs and provide the Authority with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by Authority staff to accommodate changes in the organization or changes in costs. The requirements of the model should allow for:

- a. Additions, revision, or removal of direct and overhead costs so that the cost allocation plan can be easily adapted to a range of activities, both simple and complex.
  - b. The ability of the Authority to continuously update the model and cost allocation plan from year to year as the organization changes.
  - c. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
12. Present the plan to the Authority's management team and make necessary adjustments as requested.
  13. Present the plan to the Authority's Executive Committee and User Committee and make necessary adjustments as requested.
  14. Prepare and deliver presentation to the Authority's Board of Directors to facilitate their understanding of the plan and its implication for the Authority and make necessary adjustments as requested.
  15. Provide on-site training to enable staff to update fees on an annual basis.
  16. Prepare a final report and provide ten bound color copies, and a PDF file of the Comprehensive Cost of Service and Allocation Study that can be made available to Authority staff. Models, tables, and graphs should be provided in Excel. Any Cost Allocation Model revisions developed shall also be made available to the Authority in Excel and PDF formats, providing the ability to add, delete and/or update information as needed.
  17. Consult with Authority staff should it become necessary to defend the Authority's Comprehensive Cost of Service and Allocation Study as a result of any legal or other challenge.

Staff requests feedback and direction from the Executive Committee on the proposed scope of work. Once received, staff will finalize and release the RFP. Below is the tentative schedule staff has developed for initializing this project; however dates may be subject to change and adjusted as necessary.

RFP Issued	August 27, 2018
Request for Clarifications Due	September 13, 2018
Clarification Responses Provided	September 20, 2018
Proposal Submittal Deadline	September 27, 2018
Phone/Web Interviews (conducted at Authority's discretion)	October 1, 2018 (week of)
Contract awarded	October 16, 2018

Staff proposes that the selected consultant be given four (4) months to complete this project.

**FISCAL IMPACT**

None at this time.



# Staff Report

South Bay Regional Public Communications Authority

**MEETING DATE:** August 21, 2018  
**ITEM NUMBER:** 5  
**TO:** Executive Committee and User Committee  
**FROM:** Erick B. Lee, Executive Director  
**SUBJECT:** EXECUTIVE DIRECTOR'S REPORT  
**ATTACHMENTS:** None

The Executive Committee and User Committee will be provided an oral report on the following topics:

- Status of Filling Vacant Communications Operator Positions
- Success of Outreach at National Night Out Events
- Tour by Agencies Considering SBRPCA's Model