



December 21, 2018

Honorable Members of the City Council
c/o City Clerk
Room 395, City Hall

Re: 2018 Urban Areas Security Initiative (UASI) Grant Award (Council File No. 18-0397)

Dear Honorable Members:

Transmitted herewith is a request to:

- Accept \$56,236,000 in U.S. Department of Homeland Security (DHS) Fiscal Year 2018 Urban Areas Security Initiative (FY18 UASI) grant funds on behalf of the Los Angeles/Long Beach Urban Area (LA/LB UA), for a performance period of September 1, 2018 to May 31, 2021;
- Authorize the City of Los Angeles Police Department (LAPD), Fire Department (LAFD), Emergency Management Department (EMD), and the Port of Los Angeles to execute approved projects using these funds;
- Authorize the Mayor's Office of Public Safety to execute a Memoranda of Agreement, subject to the approval of the City Attorney as to form, for the distribution of the FY18 UASI grant funds, for a term of up to 33 months with Port of Los Angeles;
- Authorize the Mayor's Office of Public Safety to execute subrecipient contracts, subject to the approval of the City Attorney as to form, for the distribution of the FY18 UASI grant funds, for a term of up to 33 months, with our partner jurisdictions, including, but not limited to, the County of Los Angeles and the City of Long Beach; and
- Authorize the Mayor's Office of Public Safety to use grant funding to support the management and administration of grant projects within the City of Los Angeles (City) and across the Urban Area.

This request is in accordance with Council File No. 18-0397, which authorized the Mayor's Office to apply for FY18 UASI funding on behalf of the LA/LB UA, and which instructed the City Administrative Officer (CAO) to report back on the necessary actions to accept the final award and implement the grant program.

Background

The primary purpose of the UASI program is to provide financial assistance to dense urban areas with high concentrations of people, high-visibility targets, and critical infrastructure to help those areas improve their ability to prevent, protect against, respond to, and recover from threats or acts of terrorism. This financial assistance can be used to support the purchase of homeland security equipment, as well as the costs of planning, training, exercises, limited operational costs, and grant administration. DHS awards UASI funds by using a discretionary risk-based formula and assessing the effectiveness of each applicant's proposed solutions to address these risks.

The UASI grant program is overseen by the State Administrative Agency (SAA), which is the California Governor's Office of Emergency Services (Cal OES). The grant is then administered by the Mayor's Office of Public Safety, as designated by Cal OES, on behalf of the participating local area jurisdictions that comprise the LA/LB UA.

In October 1, 2017, DHS awarded \$68,000,000 in FY18 UASI funds to the LA/LB UA. In accordance with federal grant guidelines, the SAA is allowed to retain up to 20% of the grant award to directly support the designated Urban Area in the state. In FY18, Cal OES retained approximately 17.3% of this award, totaling \$11,764,000. On October 1, 2017, the LA/LB UA received the formal award letter for its final allocation of \$56,236,000 (Attachment 1). There is no general fund match requirement for this grant.

Regional Funding Allocation Process

The LA/LB UA funding allocation plan was developed with the participation of nearly 150 public safety stakeholders from 27 local jurisdictions including the City of Los Angeles, the County of Los Angeles, and the City of Long Beach. The development of the FY18 UASI application and focused strategic planning was further described in the FY18 UASI application transmittal (Council File No. 18-0397).

Final review and approval of projects, priorities and funding were made by an 18-member Urban Area Working Group and an 11-member Urban Area Approval Authority (Attachment 2). Both bodies are comprised of public safety, emergency management, critical infrastructure, and public health experts and leaders from across the region. The City of Los Angeles is represented on these groups with eight members on the Working Group and four members on the Approval Authority.

Regional Homeland Security Funding Priorities

At the end of the FY18 UASI funding allocation process, numerous jurisdictions, including the City of Los Angeles, received funding to implement the following four major homeland security focus areas, known as Investment Justifications (IJ):

1. Strengthen interoperable and communications capabilities

Outcome

- Continuing the development of regional interoperable communications systems

2. Strengthen information sharing, collaboration capabilities, and law enforcement investigations

Outcomes

- Continuing to link and enhance Urban Area criminal and intelligence systems together
- Increasing analytical capability to detect and disrupt terrorist activity across linked databases and intelligence systems
- Expanding Common Operational Platform Program capabilities to enhance information gathering, sharing, and incident management
- The procurement of equipment and training designed to enhance technological capabilities to support intelligence and criminal cases for the pursuit of terror networks and individuals
- Enhancing cyber collaboration capabilities by integrating and sharing the cyber threat intelligence across agencies
- Training for the intelligence community and Terrorism Liaison Officers (TLOs) across Urban Area jurisdictions
- Funding for analysts at the Joint Regional Intelligence Center (JRIC)

3. Protection of critical infrastructure and key resources (limited to commercial airports and seaports)

Outcomes

- Enhancing transportation systems and maritime security
- Procuring equipment, technologies, training, and exercises designed to improve security at critical infrastructure and to combat threats of high consequences including CBRNE
- Resiliency (continuity of operations)
 - Integrating critical sub-systems (e.g. power, key roads, water, communications) into overall critical infrastructure security plans and operations
- Operations and maintenance of Homeland Security Grant Program acquired systems

4. Catastrophic incident planning response and recovery

Outcomes

- Procuring equipment to enhance catastrophic incident response
- Catastrophic disaster response training & exercises
- Regional and interdisciplinary planning, training, and exercises to recover from catastrophic incidents
- Integrating regional logistics plans
- Regional volunteer planning and training
- Regional community outreach program

The final allocations resulted in the following: IJ1 (totaling \$43,916,666), IJ2 (totaling \$6,237,635), IJ3 (totaling \$1,516,519), IJ4 (totaling \$1,753,380). Five percent of the UASI award is allocated towards management and administration of the grant, totaling \$2,811,800.

Each focus area will be addressed through a package of discrete projects designed to further its goal. Although several jurisdictions were allotted funding to implement specific projects, all projects are designed to have a primarily regional, rather than local, impact.

City of Los Angeles Projects

The City of Los Angeles received \$11,791,196 for FY18 UASI projects, not including the Mayor's office allocation for grant administration. In total, four City departments received funds for FY18 UASI projects:

- Emergency Management Department: \$330,000
- Fire Department: \$1,483,048
- Police Department: \$6,484,419
- Port of Los Angeles: \$3,493,729

The \$11,791,196 will fund some of the following City projects:

EMERGENCY MANAGEMENT DEPARTMENT

Neighborhood Preparedness

In FY18 UASI, the Emergency Management Department (EMD) received an allocation of \$250,000 for a Neighborhood Preparedness planning project called Ready Your Los Angeles Neighborhood (RYLAN). This amount will be allocated for the selection of a contractor. Under the direction of, and in coordination with, the EMD's Community Preparedness & Engagement Division, the contractor will provide new RYLAN training materials, such as training videos, marketing brochures and user guides, specific to multi-family housing and businesses.

EMD Annual Functional Exercise

In FY18 UASI, EMD received an allocation of \$80,000 for the purpose of developing and conducting the Emergency Operations Center (EOC) Functional Exercise (FE). The selected contractor, under the direction of, and in coordination with, the EMD's Training and Exercise Division, shall assist EMD in the planning, designing, development, and execution of an HSEEP-compliant FE, to include communication and coordination with City Department Operation Centers and other public, private and nonprofit sector agencies. The FE will provide an opportunity for the City of Los Angeles to practice its emergency operational response procedures in a major emergency.

LOS ANGELES FIRE DEPARTMENT

Hazardous Materials (HazMat) and Urban Search and Rescue (USAR) Equipment

In FY18 UASI, the Los Angeles Fire Department (LAFD) received an allocation of \$155,000 for HazMat and USAR Equipment. HazMat and USAR equipment are part of a regional effort that has received funding in prior UASI grant cycles. The FY18 UASI funding will sustain the existing Hazmat and USAR teams' capability of responding and conducting recovery efforts in the event of catastrophic and all hazard incidents.

Joint Terrorism Task Force (JTTF)

In FY18 UASI, the LAFD received an allocation of \$190,000 for the Joint Terrorism Task Force. The investigators are assigned to the Domestic Terrorism Task Force of the Los Angeles JTTF Offices. The JTTF investigates fires and crime scenes that involve incendiary devices, eco-terrorism, potential criminal terrorist activity, and domestic and international terrorism. Investigators will document and collect evidence, and interrogate or interview suspects and witnesses in relation to domestic and international terrorism. The JTTF researches records and compiles all reports necessary to successfully conclude terrorism investigations; and obtains search warrants and files criminal complaints with the Los Angeles County District Attorney's Office and the U.S. Attorney's Office. The investigators also act as liaisons with the LAFD, FBI, and outside agencies in regards to potential criminal and terrorist activity. They assist field officers with terrorism activities and participate in continuing professional education. The JTTF Teams continue to work from the FBI Los Angeles Regional Office. They respond and service the seven counties of Southern California.

Los Angeles Fire Department Grant-Funded Positions

Authority is being requested to continue Position Authority Resolution for one grant-funded Los Angeles Fire Department Battalion Chief for the Regional Training Group, one grant-funded Captain-II for the Regional Training Group, and one grant-funded Captain-II for the Joint Regional Intelligence Center. All are funded through the FY18 UASI grant allocation.

LOS ANGELES POLICE DEPARTMENT

LAPD Project 25 TDMA Radio System Upgrade (LMR)

In FY18 UASI, the Los Angeles Police Department (LAPD) received an allocation of \$5,422,907 to upgrade their Project 25 Time-Division Multiple Access (TDMA) Radio System. This allocation does not include the purchase of radios. Motorola Solutions will provide the functionality of their existing Motorola ASTRO 25 M-Core Radio System and to transition radio operations to a Project 25 Phase II compliant Trunking architecture. The system is sized to support the LAPD with EMS and administrative users from the LAFD. The technical implementation has been broken into three separate phases. The phased approach will allow the City to maintain a consistent long-term vision while keeping costs predictable. The first phase includes required upgrades and licenses for the City's existing master site, DSR site, and dispatch systems. The second phase includes implementation of four (4) 7/800MHz P25 TDMA simulcast cells within the City of Los Angeles. The four cells are designed to replace the existing Central, West, South, and Valley Cells. The City can start the process of migrating radio users off of the aging UHF conventional radio system. The third phase includes one (1) 7/800 MHz P25 TDMA simulcast cell within the City of Los Angeles. This single cell is designed to act as a city-wide overlay cell, and to supplement coverage of the four (4) bureau cells and to act as a backup in the event of a bureau cell failure. An operational fourth phase has been included to provide the City of Los Angeles with the option for post warranty support services and system sustainability.

Crime Analysis Mapping System (CAMS)

In FY18 UASI, the Los Angeles Police Department (LAPD) received an allocation of \$500,000 to upgrade their Crime Analysis Mapping System (CAMS). Their selected contractor shall upgrade to CAMS to be delivered through current technology. The main benefits of current technology are both on the backend and frontend of the software. On the backend, databases, programming languages, architectures, and software components can all move to technologies

more easily and cost-effectively managed by LAPD. On the frontend, lightly trained crime analysts can use simplified and targeted apps that are even easier to use and that run in a web browser. At the same time, highly trained crime analysts will utilize sophisticated analytical tools in a desktop application.

PORT OF LOS ANGELES POLICE DEPARTMENT

Radio System Upgrades

In FY18, the Port of Los Angeles (POLA) received an allocation of \$3,493,729 to upgrade their existing Public Safety radio system to support the same P25 Trunking Radio platform in use throughout the region. In order to meet UASI grant funding cycles, POLA will break the project into multiple phases. The first phase, covered in UASI 18 is expected to include the implementation of the primary core, backup core, dispatch consoles, data and interoperability features. This project will bring a mission critical, best-in-class trunking radio system to the Port of Los Angeles and will provide a communication platform that provides direct connection and interoperability with neighboring agencies throughout the county.

Fiscal Year 2018 UASI Jurisdictional Resource Allocations

The following outline provides a summary of the distribution of the FY18 UASI grant funds by jurisdiction. As with previous UASI grants, the City will execute contracts with each of these recipients to formally distribute the grant funds and memorialize approved expenditure plans.

Department / Jurisdiction	FY18 UASI Allocation
<u>City of Los Angeles</u>	
Emergency Management Department	\$330,000
Fire Department	\$1,483,048
Police Department	\$6,484,419
Grant Management & Administration	\$2,721,800
Total General Fund Departments	\$11,019,267
Port of Los Angeles	\$3,493,729
Total Proprietary Departments	\$3,493,729
Total City of Los Angeles	\$14,512,996
<u>Partner Cities</u>	
City of Burbank	\$84,563
City of Inglewood	\$59,512
City of Long Beach	\$1,214,846
City of Pasadena	\$125,437
City of Santa Monica	\$45,000
County of Los Angeles	\$5,193,616
Total Partner Cities	\$6,722,974
<u>JPA</u>	
LA-RICS	\$35,000,030
Total JPA	\$35,000,030
Total FY18 UASI	\$56,236,000

For nearly every project and program funded under this grant, the ultimate success and viability of the overall effort depends upon several jurisdictions, including the City of Los Angeles, receiving funds and applying them towards the four common goals described as IJs. The Cal OES approved FY18 Budget (Attachment 3) details the specific projects, funding amounts, and recipient partner jurisdictions associated with implementing these four focus areas. Attachment 4 is a subset of the Cal OES approved FY18 Budget showing only City of Los Angeles line items.

UASI Management and Administration

DHS guidelines allow up to 5% of the total award – \$2,811,800¹ in FY18 UASI – to be used in support of the management and administration (M&A) of grant-funded programs. The Mayor's Office is the designated administrator and fiscal agent for UASI grant administration on behalf of the Urban Area, and is responsible for fiscal and program management for all of the UASI grant-funded projects allocated to these entities.

Management and administration costs fall into three categories:

Salaries and Benefits: \$2,421,800

The majority of staff costs are for salary and fringe benefits for the Mayor's Office UASI grant, contract and fiscal management teams (Attachment 5). Grant specialist duties and responsibilities include all grant monitoring and reporting, grant guideline compliance, coordination and communication with DHS, Cal OES, and grant sub-recipients, and general project and program management. Fiscal specialists ensure the timely, accurate, and appropriate execution of all grant expenditures, reimbursements, and fund draw-downs, as well as preparing and maintaining all necessary documentation to ensure compliance with accepted auditing standards. The majority of staff costs will be incurred in the next and subsequent fiscal years.

To improve our ability to promptly implement projects and expend funds, the Mayor's Office will use M&A funds to support the salary of a City Attorney, whose responsibilities include working with the contract team in drafting, approving, and executing all contracts associated with this grant. For FY18-19 the City Attorney's salary will be supported by FY16 and FY17 UASI; therefore, the Mayor's Office is not seeking appropriations to support the City Attorney's salary during FY18-19 using FY18 UASI funding.

Additionally, the City of Long Beach, as a core city partner of the Los Angeles/Long Beach UASI, is receiving a portion of the M&A allocation (\$90,000) to support its personnel costs managing UASI grant-funded projects.

Administrative Expenses: \$200,000

The projected amount for administrative expenses to be used within the grant performance period includes purchasing office supplies for approximately \$100,000, and travel for approximately \$100,000. These travel expenses will support both Mayor's staff and various Urban Area representatives traveling to Cal OES and DHS sponsored conferences and planning workshops. Examples include the annual National Homeland Security Conference, Cal OES sponsored meetings and workshops, and other applicable trainings.

¹ On page 8 of this report in the Jurisdictional Resource Allocation Chart, M&A for the City of Los Angeles is reported as \$2,721,800. The additional \$90,000 in M&A is reflected on the chart in the City of Long Beach's FY18 UASI Allocation. This amounts to a total M&A allocation of \$2,811,800, or 5% of the grant.

Contract Services: \$100,000

Temporary Employment Agency (\$100,000)

Authority is requested to contract with a temporary employment agency to assist the Mayor's Office grant, contract or fiscal specialists to ensure the timely, accurate, and appropriate execution of all grant expenditures, reimbursements, and fund draw-downs, as well as preparing and maintaining all necessary documentation to ensure compliance with accepted grant and city standards.

Program Management

The preceding information is provided largely for context, illustrating the complexity of managing this large program, rather than for council action. As the majority of management and administrative salary costs will occur in FY19-20 and subsequent fiscal years, future transmittals will detail the necessary salary account transfers related to these activities.

Fiscal Year 2018 UASI Grant Cash Flow

The California Governor's Office of Emergency Services allows the City, as fiscal agent for the Urban Area, to request funds up to 120 days prior to an eligible expenditure.

Fiscal Year 2018 UASI Performance Period

The FY18 UASI grant has an overall performance period of September 1, 2018 to May 31, 2021. Therefore, the acceptance of the grant, the recommendation to adopt the FY18 UASI budget and the authorization to enter into certain contracts, is accompanied with the request to include retroactive approval of grant-funded activities that occurred with the grant performance period but prior to the Council adoption of the recommendations set forth in this report.

In addition, in consideration of the large number of programs to be managed and the length and complexity of the City's stringent procurement policies, the Mayor's Office, working with impacted General Managers and the City Attorney's Office, requests authority to:

- Prepare and release Requests for Proposals (RFPs), or perform other procurement processes as required, for FY18 UASI grant projects;
- Evaluate responses from contractors, as determined by the relevant procurement process; and
- Negotiate and execute contracts subject to the approval of the City Attorney.

Attachment 6 lists those budgeted projects for which service contracts are anticipated. In the absence of the specific procurement authorities listed above, the City would place itself at substantial risk of failing to execute all FY18 UASI grant-funded homeland security projects in a timely manner.

It is therefore requested that the City Council:

1. **Authorize** the Mayor, or his designee, to:
 - a. **Accept** on behalf of the City and the Los Angeles/Long Beach Urban Area, the Fiscal Year 2018 Urban Areas Security Initiative Grant in the amount of

\$56,236,000 from the California Governor's Office of Emergency Services, for a performance period of September 1, 2018 to May 31, 2021;

- b. **Submit** to the grantor on behalf of the City and the Los Angeles/Long Beach Urban Area, requests for drawdown of funds for payment or reimbursements of City and partner jurisdiction funds expended for approved grant purposes;
- c. **Execute** a Memoranda of Agreement, subject to the approval of the City Attorney as to form, for the distribution of the FY18 UASI grant funds, for a term of 33 months with the Port of Los Angeles (POLA), consistent with the approved grant budgets;
- d. **Execute** subrecipient contracts, subject to the approval of the City Attorney as to form, for the distribution of the FY18 UASI grant funds, for a term of up to 33 months within the applicable performance period with the Los Angeles/Long Beach Urban Area partner jurisdictions including: Burbank, Inglewood, County of Los Angeles, LA-RICS, Long Beach, Pasadena, and Santa Monica consistent with the approved grant budgets and in accordance with the Proforma Agreement attached to this transmittal (Attachment 7);
- e. With the assistance of General Managers of affected City Departments, to release Requests for Proposals, evaluate proposals, and negotiate contracts for the purchase of approved equipment, training, exercise, and planning items, including consulting services, as detailed in the attached FY18 UASI budget;
- f. **Execute** on behalf of the City, the contracts referenced in Attachment 6 for a term of up to 33 months within the applicable performance period, subject to the approval of the City Attorney as to form;
- g. **Negotiate** and execute a contract with a vendor to assist the Mayor's Office grant, contract or fiscal team, for a term up to 24 months, within the grant performance period, in an amount not to exceed \$100,000, subject to the approval of the City Attorney as to form; and
- h. **Receive**, deposit into, and disburse from a new FY18 UASI Homeland Security Grant Fund, the grant funds from the FY18 UASI grant award.

- 2. **Authorize** Position Authority Resolution for three grant-funded sworn positions for the Los Angeles Fire Department for Fiscal Year 19-20, one for the Joint Regional Intelligence Center and two for the Regional Training Group:

<u>Quantity</u>	<u>Class Code</u>	<u>Class Title</u>
2	2142-2	Captain-II
1	2152	Battalion Chief

- 3. **Authorize** the Controller to establish a new interest-bearing fund entitled "FY18 UASI Homeland Security Grant Fund" and create a receivable in the Fund in the amount of \$56,236,000 for the FY18 UASI grant;

4. **Authorize** the Controller to expend and receive funds upon presentation of documentation and proper demand by the Mayor’s Office of Public Safety to reimburse City departments and the Los Angeles/Long Beach Urban Area participants for approved FY18 UASI Homeland Security grant purchases;
5. **Authorize** the Controller to transfer funds between appropriation accounts upon request by the Mayor, pursuant to modifications of the grant approved by the grantor; and
6. Adopt the attached FY18 UASI Grant Budget (Attachment 3) and authorize the Mayor to create new appropriation accounts within the new FY18 UASI Homeland Security Grant Fund No. XXX for the FY18 UASI Grant, as follows:

Appropriation Acct. No.	Account Name	Amount
46R138	LAFD	\$985,176.35
46R299	Reimbursement of General Fund Costs	\$287,871.65
46R668	Partner Jurisdictions	\$6,722,974
46R935	EMD Grant Allocation	\$330,000
46R938	LAFD Grant Allocation	\$210,000
46R942	Port of Los Angeles	\$3,493,729
46R946	Grant Management & Administration	\$2,721,800
46R950	LA/LB Region	\$35,000,030
46R970	LAPD Grant Allocation	<u>\$6,484,419</u>
	TOTAL:	\$56,236,000

7. Transfer appropriations from FY18 UASI Homeland Security Grant Fund No. XXX, Department 46, to the General Fund to reimburse the General Fund for FY18 UASI as follows:

From:

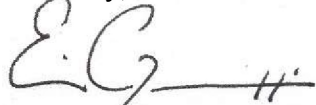
Fund/Dept	Account No.	Account Name	Amount
XXX/46	46R138	LAFD	<u>\$985,176.35</u>
		Total	\$985,176.35

To:

<u>Fund/Dept</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
100/38	001012	Salary, Sworn	\$412,128.35
100/38	001098	Sworn Overtime	<u>\$573,048.00</u>
		Total	\$985,176.35

7. **Authorize** the Controller to transfer up to \$287,871.65 from Fund No. XXX, Account No. 46R299 to the General Fund, Department No. 38, Revenue Source Code No. 5346, for reimbursement of grant-funded fringe benefits.
8. **Authorize** the Controller to transfer cash from Fund XXX/46 to reimburse the General Fund, on an as-needed basis, upon presentation of proper documentation from City Departments, subject to the approval of the Mayor's Office of Public Safety; and
9. **Authorize** the Mayor, or designee, to prepare Controller instructions for any technical adjustments, subject to approval of the CAO, and authorize the Controller to implement the instructions.

Sincerely,



ERIC GARCETTI
Mayor

EG:ers

Attachments

- 1 Award Letter
- 2 UASI Working Group and Approval Authority Membership Lists
- 3 Approved FY18 UASI Budget - All Recipients
- 4 Approved FY18 UASI Budget - Los Angeles City Only
- 5 City of Los Angeles Management and Administration Staff
- 6 List of Anticipated Contracts
- 7 Subrecipient Proforma Agreement



October 1, 2018

Attachment 1

Caitlin Ishigooka
Director of Grants and Finance
Office of Mayor Eric Garcetti/LA-LB UASI
200 North Spring Street, Room 303
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL

Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP)
Grant Subaward #2018-0054, Cal OES ID# 037-95050
Grant Subaward Performance Period: September 1, 2018, to May 31, 2021

Dear Ms. Ishigooka:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2018 HSGP award in the amount of \$56,236,000. Once your completed application is received and approved, you may request reimbursement of eligible Grant Subaward expenditures using the Cal OES Financial Management Forms Workbook available at <https://www.caloes.ca.gov/>.

During the review process, a Cal OES Program Representative will examine and evaluate your FY 2018 HSGP Grant Subaward application. Throughout the Grant Subaward cycle, Cal OES will use performance milestones set in the Department of Homeland Security/Federal Emergency Management Agency Grants Reporting Tool (GRT) as indicators of performance and grant management capacity and this information may be used in assessing future competitive Grant Subaward applications. All activities funded with this Grant Subaward must be completed within the Subrecipient performance period.

You are required to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and noncompetitive procurement requests require additional approvals from Cal OES. Subrecipients must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Subrecipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation



or watercraft financed with homeland security dollars. Performance bonds must be submitted to your Program Representative no later than the time of reimbursement.

Following acceptance of this Grant Subaward, you must enter your Grant Subaward information into the GRT for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the Grant Subaward performance period or until you complete all activities and the Grant Subaward is formally closed. Failure to submit required reports could result in Grant Subaward reduction, suspension, or termination.

This Grant Subaward is subject to all provisions of 2 CFR Part 200, Subpart F-Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. New FY 2018 HSGP requirements include Urban Area Working Group (UAWG) concurrence regarding how the Grant Subaward is allocated. Your signature verifies that your UAWG has reached consensus regarding this award allocation. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director

Caitlin Ishigooka
Office of Mayor Eric Garcetti/LA-LB UASI

Date

Los Angeles- Long Beach Urban Area Governance Structure

Working Group (18 members)

City of Los Angeles

Los Angeles Police Department: 2 members
Los Angeles Fire Department: 2 members
Los Angeles Airport Police: 1 member
Los Angeles Port Police: 1 member
Los Angeles Department of Water and Power: 1 member
Emergency Management Department: 1 member

City of Long Beach

Long Beach Police Department: 1 member
Long Beach Fire Department: 1 member
Long Beach Health Department: 1 member
Long Beach Port: 1 member

County of Los Angeles

Los Angeles County Sheriff's Department: 1 member
Los Angeles County Fire Department: 1 member
Los Angeles County Health Department: 1 member
Los Angeles County Office of Emergency Management: 1 member

Independent Jurisdictions

Los Angeles County Police Chiefs Association: 1 member
Los Angeles County Fire Chiefs Association: 1 member

Urban Area Approval Authority (11 members)

City of Los Angeles Police Chief
City of Los Angeles Fire Chief
City of Los Angeles Airport Police Chief
City of Los Angeles Port Police Chief
City of Long Beach Police Chief
City of Long Beach Director of Disaster Preparedness & Emergency Communications
Los Angeles County Sheriff
Los Angeles County Fire Chief
Los Angeles County Director of Health Services
Los Angeles County Independent Police Chiefs Association President
Los Angeles County Independent Fire Chiefs Association President

Project Letter	Project/Item #	Sub-Line #	LALB/LJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
												\$56,236,000
A	1		1			Interoperable Communications	UASI	PSC	Plan			
A	1	1	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Develop and Enhance Plans, Protocols and Systems	Consultants	\$ 3,250,000
A	1	2	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Develop and Enhance Plans, Protocols and Systems	Staff Salaries	\$ 4,291,697
A	1	3	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Plan	Develop and Enhance Plans, Protocols and Systems	Travel	\$ 68,244
A	2		1			Interoperable Communications	UASI	PSC	Equip			
A	2	4	1	LA-RICS	Joint Powers Authority	LA-RICS LMR System	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 27,390,089
A	2	5	1	LA City	Police Department	LAPD Project 25 TDMA Radio System Upgrade	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 5,422,907
A	2	72	1	LA City	Harbor Department	Radio System Upgrade	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 3,493,729
B	3		2			Information Technology and Information Sharing	UASI	CS	Equip			
B	3	6	2	LA City	Police Department	MS-ISAC Netflow Monitoring and Analysis Service	UASI	CS	Equip	Cyber Security Enhancement Equipment	N/A	\$ 100,000
B	4		2			Information Technology and Information Sharing	UASI	LE	Train			
B	4	7	2	LA City	Police Department	Palantir Training	UASI	LE	Train	Course Delivery and Evaluation	Consultant	\$ 10,000
B	5		2			Information Technology and Information Sharing	UASI	LE	Equip			
B	5	8	2	LA County	Sheriff's Department	LEXRAY	UASI	LE	Equip	Maintenance & Sustainment	N/A	\$ 60,000
B	5	9	2	LA County	Sheriff's Department	COPLINK Maintenance	UASI	LE	Equip	Maintenance & Sustainment	N/A	\$ 355,000
B	5	10	2	LA County	Sheriff's Department	SCSAP Sustainment (formerly known as LARCOPP)	UASI	LE	Equip	Maintenance & Sustainment	N/A	\$ 288,512
B	5	11	2	Burbank	Police Department	Regional ALPR	UASI	LE	Equip	Information Technology	N/A	\$ 24,686
B	5	12	2	Pasadena	Police Department	Regional ALPR	UASI	LE	Equip	Information Technology	N/A	\$ 80,437
B	5	74	2	LA City	Police Department	Crime Analysis Mapping System (CAMS)	UASI	LE	Equip	Physical Security Enhancement Equipment	N/A	\$ 500,000
C	6		2			Intelligence Staffing at Joint Regional Intelligence Center (JRIC)	UASI	LE	Train			
C	6	13	2	LA County	JRIC - Sheriff	Fusion Center - Training	UASI	LE	Train	Course Delivery and Evaluation	Consultant	\$ 115,372

Project Letter	Project/Item #	Sub-Line #	L/ALB/LJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
C	6	14	2	LA County	JRIC - Sheriff	Fusion Center - Training	UASI	LE	Train	Course Delivery and Evaluation	Materials & Supply	\$ 10,000
C	7		2			Intelligence Staffing at Joint Regional Intelligence Center (JRIC)	UASI	LE	Equip			
C	7	15	2	LA County	JRIC - Sheriff	Fusion Center - Palantir	UASI	LE	Equip	Terrorism Incident Prevention Equipment	N/A	\$ 2,432,516
C	8		2			Intelligence Staffing at Joint Regional Intelligence Center (JRIC)	UASI	LE	Org			
C	8	16	2	LA County	JRIC - Sheriff	Fusion Center - SRA Analyst	UASI	LE	Org	Info/Intel analysis and sharing/fusion center activities	Contractor Intelligence Analysts	\$ 1,292,112
C	8	17	2	Long Beach	Police Department	JRIC/LBPD Intelligence Analyst	UASI	LE	Org	Info/Intel analysis and sharing/fusion center activities	Contractor Intelligence Analysts	\$ 149,000
C	8	18	2	Long Beach	Police Department	LBCOP Intelligence Analyst and Staffing Overtime	UASI	LE	Org	Info/Intel analysis and sharing/fusion center activities	Contractor Intelligence Analysts	\$ 120,000
C	9		2			Intelligence Staffing at Joint Regional Intelligence Center (JRIC)	UASI	FS	Org			
C	9	19	2	LA City	Fire Department	Joint Regional Intelligence Center (JRIC) Personnel	UASI	FS	Org	Info/Intel analysis and sharing/fusion center activities	Staff Intelligence Analysts	\$ 190,000
D	10		2			Information Sharing and Investigative Staff	UASI	FS	Org			
D	10	20	2	LA City	Fire Department	Joint Terrorism Task Force (JTTF)	UASI	FS	Org	Info/Intel analysis and sharing/fusion center activities	Project Mgt Staff Costs	\$ 190,000
D	11		2			Information Sharing and Investigative Staff	UASI	FS	Plan			
D	11	22	2	LA County	Fire Department	Regional Training Coordination Group (RTCG) - Film Unit	UASI	FS	Plan	Develop and Enhance Plans, Protocols and Systems	Staff Salaries	\$ 110,000
D	11	76	2	LA City	Fire Department	JHAT	UASI	FS	Plan	Increased Threat Level	Staff Salaries	\$ 190,000
D	12		2			Information Sharing and Investigative Staff	UASI	PH	Plan			
D	12	23	2	Pasadena	Public Health	Pasadena BioWatch Response	UASI	PH	Plan	Law Enforcement/Anti-Terrorism Planning	Contractors	\$ 20,000
E	13		3			Protective Measures/Physical Security	UASI	LE	Equip			
E	13	24	3	LA City	Police Department	Los Angeles Civic Center Security Cameras	UASI	LE	Equip	Physical Security Enhancement Equipment	N/A	\$ 131,512
F	14		3			CBRNE Detection and Response Equipment and Training	UASI	LE	Equip			
F	14	25	3	Inglewood	Police Department	Explosive Detection K9	UASI	LE	Equip	Detection	N/A	\$ 59,512
F	14	73	3	LA City	Police Department	Explosive Magazine Project	UASI	LE	Equip	Intervention Equipment	N/A	\$ 100,495
F	15		3			CBRNE Detection and Response Equipment and Training	UASI	FS	Equip			

Project Letter	Project/Item #	Sub-Line #	L/ALB/LJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
F	15	26	3	LA City	Fire Department	CBRNE Equipment	UASI	FS	Equip	CBRNE Prevention and Response Watercraft	N/A	\$ 20,000
F	15	27	3	Santa Monica	Fire Department	CBRNE Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 5,000
F	16		3			CBRNE Detection and Response Equipment and Training	UASI	FS	Train			
F	16	28	3	Long Beach	Fire Department	CBRNE Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 5,000
G	17		3			Critical Infrastructure Response Equipment	UASI	LE	Equip			
G	17	29	3	Long Beach	Police Department	Homeland Security Asset Maintenance Support Project	UASI	LE	Equip	Physical Security Enhancement Equipment	N/A	\$ 150,000
G	18		3			Critical Infrastructure Response Equipment	UASI	FS	Equip			
G	18	30	3	LA City	Fire Department	Maritime Response Equipment	UASI	FS	Equip	CBRNE Prevention and Response Watercraft	N/A	\$ 20,000
G	18	31	3	LA City	Fire Department	Port Dive Operations Group (PDOG)	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 15,000
H	19		3			Critical Infrastructure Response Training, Planning, Organization and Exercise	UASI	LE	Org			
H	19	32	3	Long Beach	Police Department	CalCOP/CIKR Assessment and Monitoring Team (formally Digital Sandbox)	UASI	LE	Org	Info/Intel analysis and sharing/fusion center activities	Staff Intelligence Analysts	\$ 20,000
H	20		3			Critical Infrastructure Response Training, Planning, Organization and Exercise	UASI	FS	Train			
H	20	33	3	Long Beach	Fire Department	Maritime Training and Threat Preparedness	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 35,000
H	20	34	3	LA County	Fire Department	Maritime Training and Threat Preparedness	UASI	FS	Train	Course Delivery and Evaluation	Consultant	\$ 30,000
J	21		3			Regional Training and Exercise	UASI	FS	Org			
J	21	35	3	LA City	Fire Department	Regional Training Group - RTG	UASI	FS	Org	Equip/Resource/Project Mgt.	Staff	\$ 510,000
J	21	36	3	Long Beach	Fire Department	Regional Training Group - RTG (1)	UASI	FS	Org	Equip/Resource/Project Mgt.	Contractors	\$ 255,000
J	21	72	4	LA County	Fire Department	RTG- Training Delivery Model (TDM)	UASI	FS	Train	Course Delivery and Evaluation	Contractors	\$ 200,000
K	22		3			Rescue Response Equipment and Training	UASI	FS	Equip			
K	22	37	3	LA County	Fire Department	USAR - K9 Vehicles	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 160,000
L	23		4			Develop and Enhance Catastrophic Incident Plans and Protocols	UASI	PH	Plan			
L	23	38	4	Pasadena	Public Health	Health Department Continuity of Operations Plan	UASI	PH	Plan	Develop and Enhance Plans, Protocols and Systems	Consultants	\$ 25,000
M	24		4			Medical Surge	UASI	EMS	Equip			
M	24	39	4	LA County	Health Services/EMS Agency	Warehouse Lease	UASI	EMS	Equip	Other Authorized Equipment	N/A	\$ 80,000
M	25		4			Medical Surge	UASI	PH	Equip			

Project Letter	Project/Item #	Sub-Line #	LALB LJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
M	25	40	4	Long Beach	Health	Point of Dispensing (POD) Supplies	UASI	PH	Equip	CBRNE Logistical Support Equipment	N/A	\$ 40,000
N	26		4			Community Preparedness	UASI	EMG	Plan			
N	26	41	4	LA City	EMD	Ready Your LA Neighborhood Preparedness Initiative	UASI	EMG	Plan	Community Outreach	Consultants	\$ 250,000
N	26	77	4	Long Beach	Disaster Preparedness	Ready Your Neighborhood Preparedness Initiative	UASI	EMG	Plan	Community Outreach	Consultants	\$ 103,000
N	26	78	4	LA County	OEM	Ready Your Neighborhood Preparedness Initiative	UASI	EMG	Plan	Community Outreach	Consultants	\$ 60,104
O	27		4			Regional All-Hazards Public Response Training and Exercise	UASI	LE	Train			
O	27	42	4	LA City	Police Department	LinCT Conference	UASI	LE	Train	Staff Expenses	Travel	\$ 60,000
O	27	43	4	Burbank	Police Department	Force Protection Training and Backfill	UASI	LE	Train	Course Delivery and Evaluation	Travel	\$ 18,000
O	27	44	4	Burbank	Police Department	Force Protection Training and Backfill	UASI	LE	Train	Course Delivery and Evaluation	Staff	\$ 7,000
O	27	45	4	Long Beach	Police Department	Terrorism Response and Recovery Exercises, Training and Conferences	UASI	LE	Train	Staff Expenses	Travel	\$ 37,012
O	27	46	4	Long Beach	Police Department	Terrorism Response and Recovery Exercises, Training and Conferences	UASI	LE	Train	Staff Expenses	Tuition	\$ 12,500
O	28		4			Regional All-Hazards Public Safety Response Training and Exercise	UASI	LE	Exerc			
O	28	47	4	Long Beach	Police Department	Active Shooter Workshop/Exercise	UASI	LE	Exerc	Conduct/Evaluate	Staff	\$ 5,000
O	29		4			Regional All-Hazards Public Safety Response Training and Exercise	UASI	FS	Train			
O	29	48	4	Long Beach	Fire Department	Hazardous Materials Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 20,000
O	29	49	4	Santa Monica	Fire Department	Hazardous Materials Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 13,862
O	29	50	4	Santa Monica	Fire Department	Hazardous Materials Training	UASI	FS	Train	Staff Expenses	Tuition	\$ 100
O	29	51	4	Santa Monica	Fire Department	Hazardous Materials Training	UASI	FS	Train	Staff Expenses	Travel	\$ 2,400
O	29	52	4	LA City	Fire Department	Urban Search and Rescue (US&R) Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 45,000
O	29	53	4	Santa Monica	Fire Department	Urban Search and Rescue (US&R) Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 2,935
O	29	54	4	Santa Monica	Fire Department	Urban Search and Rescue (US&R) Training	UASI	FS	Train	Staff Expenses	Tuition	\$ 300
O	29	55	4	Santa Monica	Fire Department	Urban Search and Rescue (US&R) Training	UASI	FS	Train	Staff Expenses	Travel	\$ 300
O	29	75	4	LA City	Fire Department	Green Cell Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 148,048
O	30		4			Regional All-Hazards Public Safety Response Training and Exercise	UASI	PH	Train			
O	30	56	4	Long Beach	Health	Counterterrorism & Emergency Response Training	UASI	PH	Train	Staff Expenses	Travel	\$ 30,000
O	31		4			Regional All-Hazards Public Safety Response Training and Exercise	UASI	EMG	Exerc			
O	31	57	4	LA City	EMD	Emergency Operations Center Annual Functional Exercise	UASI	EMG	Exerc	Conduct/Evaluate	Consultant	\$ 80,000
P	32		4			Response Equipment	UASI	LE	Equip			
P	32	58	4	LA City	Police Department	Major Incident Response Truck (MIRT)	UASI	LE	Equip	CBRNE Incident Response Vehicle	N/A	\$ 159,500
P	32	59	4	LA City	Police Department	Personal Protective Equipment Training Unit	UASI	LE	Equip	Personal Protective Equipment	N/A	\$ 5
P	32	60	4	Burbank	Police Department	Incident Command System	UASI	LE	Equip	Information Technology	N/A	\$ 34,877
P	33		4			Response Equipment	UASI	FS	Equip			

Project Letter	Project/Item #	Sub-Line #	L/A/LB/J#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
P	33	61	4	LA City	Fire Department	Hazardous Materials Equipment	UASI	FS	Equip	CBRNE Prevention and Response Watercraft	N/A	\$ 80,000
P	33	62	4	Santa Monica	Fire Department	Hazardous Materials Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 3,638
P	33	63	4	LA City	Fire Department	Urban Search and Rescue (US&R) Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 75,000
P	33	64	4	Long Beach	Fire Department	Urban Search and Rescue (US&R) Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 40,000
P	33	65	4	Santa Monica	Fire Department	Urban Search and Rescue (US&R) Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 16,465
P	34		4			Response Equipment	UASI	EMG	Equip			
P	34	66	4	Long Beach	Disaster Preparedness	Deaflink & VEOCI: Maintenance and Sustainment Project	UASI	EMG	Equip	Other Authorized Equipment	N/A	\$ 103,334
R	35					Management & Administration	UASI	GA	M & A			
R	35	67		LA City	Mayor's Office	Management & Administration - Staff Salaries	UASI	GA	M & A	Grant Admin	Staff Salaries	\$ 2,421,800
R	35	68		Long Beach	Disaster Preparedness	Management & Administration - Staff Salaries	UASI	GA	M & A	Grant Admin	Staff Salaries	\$ 90,000
R	35	69		LA City	Mayor's Office	Management & Administration - Supplies	UASI	GA	M & A	Grant Admin	Supplies	\$ 100,000
R	35	70		LA City	Mayor's Office	Management & Administration - Travel	UASI	GA	M & A	Grant Admin	Travel	\$ 100,000
R	35	71		LA City	Mayor's Office	Management & Administration - Contract for Grant Administration	UASI	GA	M & A	Grant Admin	Contractor	\$ 100,000

Project Letter	Project/Item #	Sub-Line #	LALB/LJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
												\$14,512,996
A	2		1			Interoperable Communications	UASI	PSC	Equip			
A	2	5	1	LA City	Police Department	LAPD Project 25 TDMA Radio System Upgrade	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 5,422,907
A	2	72	1	LA City	Harbor Department	Radio System Upgrade	UASI	PSC	Equip	Interoperable Communications Equipment	N/A	\$ 3,493,729
B	3		2			Information Technology and Information Sharing	UASI	CS	Equip			
B	3	6	2	LA City	Police Department	MS-ISAC Netflow Monitoring and Analysis Service	UASI	CS	Equip	Cyber Security Enhancement Equipment	N/A	\$ 100,000
B	4		2			Information Technology and Information Sharing	UASI	LE	Train			
B	4	7	2	LA City	Police Department	Palantir Training	UASI	LE	Train	Course Delivery and Evaluation	Consultant	\$ 10,000
B	5		2			Information Technology and Information Sharing	UASI	LE	Equip			
B	5	74	2	LA City	Police Department	Crime Analysis Mapping System (CAMS)	UASI	LE	Equip	Physical Security Enhancement Equipment	N/A	\$ 500,000
C	9		2			Intelligence Staffing at Joint Regional Intelligence Center (JRIC)	UASI	FS	Org			
C	9	19	2	LA City	Fire Department	Joint Regional Intelligence Center (JRIC) Personnel	UASI	FS	Org	Info/Intel analysis and sharing/fusion center activities	Staff Intelligence Analysts	\$ 190,000
D	10		2			Information Sharing and Investigative Staff	UASI	FS	Org			
D	10	20	2	LA City	Fire Department	Joint Terrorism Task Force (JTTF)	UASI	FS	Org	Info/Intel analysis and sharing/fusion center activities	Project Mgt Staff Costs	\$ 190,000
D	11		2			Information Sharing and Investigative Staff	UASI	FS	Plan			
D	11	76	2	LA City	Fire Department	JHAT	UASI	FS	Plan	Increased Threat Level	Staff Salaries	\$ 190,000
E	13		3			Protective Measures/Physical Security	UASI	LE	Equip			
E	13	24	3	LA City	Police Department	Los Angeles Civic Center Security Cameras	UASI	LE	Equip	Physical Security Enhancement Equipment	N/A	\$ 131,512
F	14		3			CBRNE Detection and Response Equipment and Training	UASI	LE	Equip			
F	14	73	3	LA City	Police Department	Explosive Magazine Project	UASI	LE	Equip	Intervention Equipment	N/A	\$ 100,495
F	15		3			CBRNE Detection and Response Equipment and Training	UASI	FS	Equip			
F	15	26	3	LA City	Fire Department	CBRNE Equipment	UASI	FS	Equip	CBRNE Prevention and Response Watercraft	N/A	\$ 20,000
G	18		3			Critical Infrastructure Response Equipment	UASI	FS	Equip			
G	18	30	3	LA City	Fire Department	Maritime Response Equipment	UASI	FS	Equip	CBRNE Prevention and Response Watercraft	N/A	\$ 20,000
G	18	31	3	LA City	Fire Department	Port Dive Operations Group (PDOG)	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 15,000
J	21		3			Regional Training and Exercise	UASI	FS	Org			
J	21	35	3	LA City	Fire Department	Regional Training Group - RTG	UASI	FS	Org	Equip/Resource/Project Mgt.	Staff	\$ 510,000
N	26		4			Community Preparedness	UASI	EMG	Plan			
N	26	41	4	LA City	EMD	Ready Your LA Neighborhood Preparedness Initiative	UASI	EMG	Plan	Community Outreach	Consultants	\$ 250,000
O	27		4			Regional All-Hazards Public Response Training and Exercise	UASI	LE	Train			

Project Letter	Project/Item #	Sub-Line #	LALB LJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
O	27	42	4	LA City	Police Department	LinCT Conference	UASI	LE	Train	Staff Expenses	Travel	\$ 60,000
O	29		4			Regional All-Hazards Public Safety Response Training and Exercise	UASI	FS	Train			
O	29	52	4	LA City	Fire Department	Urban Search and Rescue (US&R) Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 45,000
O	29	75	4	LA City	Fire Department	Green Cell Training	UASI	FS	Train	Staff Expenses	OT/Backfill	\$ 148,048
O	30		4			Regional All-Hazards Public Safety Response Training and Exercise	UASI	PH	Train			
O	31		4			Regional All-Hazards Public Safety Response Training and Exercise	UASI	EMG	Exerc			
O	31	57	4	LA City	EMD	Emergency Operations Center Annual Functional Exercise	UASI	EMG	Exerc	Conduct/Evaluate	Consultant	\$ 80,000
P	32		4			Response Equipment	UASI	LE	Equip			
P	32	58	4	LA City	Police Department	Major Incident Response Truck (MIRT)	UASI	LE	Equip	CBRNE Incident Response Vehicle	N/A	\$ 159,500
P	32	59	4	LA City	Police Department	Personal Protective Equipment Training Unit	UASI	LE	Equip	Personal Protective Equipment	N/A	\$ 5
P	33		4			Response Equipment	UASI	FS	Equip			
P	33	61	4	LA City	Fire Department	Hazardous Materials Equipment	UASI	FS	Equip	CBRNE Prevention and Response Watercraft	N/A	\$ 80,000
P	33	63	4	LA City	Fire Department	Urban Search and Rescue (US&R) Equipment	UASI	FS	Equip	CBRNE Search and Rescue Equipment	N/A	\$ 75,000
P	34		4			Response Equipment	UASI	EMG	Equip			
R	35					Management & Administration	UASI	GA	M & A			
R	35	67		LA City	Mayor's Office	Management & Administration - Staff Salaries	UASI	GA	M & A	Grant Admin	Staff Salaries	\$ 2,421,800
R	35	69		LA City	Mayor's Office	Management & Administration - Supplies	UASI	GA	M & A	Grant Admin	Supplies	\$ 100,000
R	35	70		LA City	Mayor's Office	Management & Administration - Travel	UASI	GA	M & A	Grant Admin	Travel	\$ 100,000
R	35	71		LA City	Mayor's Office	Management & Administration - Contract for Grant Administration	UASI	GA	M & A	Grant Admin	Contractor	\$ 100,000

**Grants Management and Administration Staffing Budget
Urban Areas Security Initiative (UASI) Grants
Estimated Source of Funding for Salaries and Fringe Benefits - Fiscal Year 2018-19**

Position	Biweekly Pay Rate	Annual Rate	Estimated Source of Funds for Salaries										Estimated Source of Funds for Fringe Benefits							
			% FY16		% FY17		% FY18		Public Safety	% Public Safety	Salaries (UASI)	Total Salaries	FY16 UASI	FY17 UASI	FY18 UASI	Fringe Benefits Pub. Safety	Fringe Benefits (UASI)	TOTAL Fringe Benefits		
			FY16 UASI	UASI	FY17 UASI	UASI	FY18 UASI	UASI												
Deputy Mayor	\$7,801.60	\$203,621.76	\$111,991.97	55	\$30,543.26	15	\$0.00	0	70	\$0.00	0	\$142,535.23	\$142,535.23	\$55,301.63	\$15,082.26	\$0.00	\$0.00	\$70,383.90	\$70,383.90	
Mayoral Aide VIII	\$4,562.40	\$119,078.64	\$29,769.66	25	\$23,815.73	20	\$0.00	0	45	\$0.00	0	\$53,585.39	\$53,585.39	\$14,700.26	\$11,760.21	\$0.00	\$0.00	\$26,460.46	\$26,460.46	
Mayoral Aide VIII	\$4,321.60	\$112,793.76	\$67,676.26	60	\$39,477.82	35	\$0.00	0	95	\$5,639.69	5	\$107,154.07	\$112,793.76	\$33,418.54	\$19,494.15	\$0.00	\$2,784.88	\$52,912.68	\$55,697.56	
Mayoral Aide VI	\$3,877.60	\$101,205.36	\$85,024.56	85	\$15,180.80	15	\$0.00	0	100	\$0.00	0	\$101,205.36	\$101,205.36	\$42,478.93	\$7,486.28	\$0.00	\$0.00	\$49,975.21	\$49,975.21	
Mayoral Aide VI	\$3,672.80	\$95,860.08	\$95,860.08	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$95,860.08	\$95,860.08	\$47,335.71	\$0.00	\$0.00	\$0.00	\$47,335.71	\$47,335.71	
Mayoral Aide VI	\$3,575.20	\$93,312.72	\$74,650.18	80	\$0.00	0	\$0.00	0	80	\$0.00	0	\$74,650.18	\$74,650.18	\$36,862.26	\$0.00	\$0.00	\$0.00	\$36,862.26	\$36,862.26	
Mayoral Aide VI	\$3,575.20	\$93,312.72	\$93,312.72	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$93,312.72	\$93,312.72	\$46,077.82	\$0.00	\$0.00	\$0.00	\$46,077.82	\$46,077.82	
Mayoral Aide V	\$3,385.60	\$88,364.16	\$79,527.74	90	\$0.00	0	\$0.00	0	90	\$0.00	0	\$79,527.74	\$79,527.74	\$39,270.80	\$0.00	\$0.00	\$0.00	\$39,270.80	\$39,270.80	
Mayoral Aide V	\$3,295.20	\$86,004.72	\$86,004.72	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$86,004.72	\$86,004.72	\$42,469.13	\$0.00	\$0.00	\$0.00	\$42,469.13	\$42,469.13	
Mayoral Aide V	\$3,282.40	\$85,670.64	\$68,536.51	80	\$8,567.06	10	\$0.00	0	90	\$8,567.06	10	\$77,103.58	\$85,670.64	\$33,843.33	\$4,230.42	\$0.00	\$4,230.42	\$38,073.75	\$42,304.16	
Mayoral Aide V	\$3,194.40	\$83,373.84	\$66,699.07	80	\$16,674.77	20	\$0.00	0	100	\$0.00	0	\$83,373.84	\$83,373.84	\$32,936.00	\$8,234.00	\$0.00	\$0.00	\$41,170.00	\$41,170.00	
Mayoral Aide V	\$3,194.40	\$83,373.84	\$0.00	0	\$83,373.84	100	\$0.00	0	100	\$0.00	0	\$83,373.84	\$83,373.84	\$0.00	\$41,170.00	\$0.00	\$0.00	\$41,170.00	\$41,170.00	
Mayoral Aide V	\$3,025.60	\$78,968.16	\$78,968.16	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$78,968.16	\$78,968.16	\$38,994.48	\$0.00	\$0.00	\$0.00	\$38,994.48	\$38,994.48	
Mayoral Aide V	\$3,025.60	\$78,968.16	\$0.00	0	\$55,277.71	70	\$0.00	0	70	\$23,690.45	30	\$55,277.71	\$78,968.16	\$0.00	\$27,296.13	\$0.00	\$11,698.34	\$27,296.13	\$38,994.48	
Mayoral Aide V	\$3,025.60	\$78,968.16	\$47,380.90	60	\$0.00	0	\$0.00	0	60	\$31,587.26	40	\$47,380.90	\$78,968.16	\$23,396.69	\$0.00	\$0.00	\$15,597.79	\$23,396.69	\$38,994.48	
Mayoral Aide V	\$3,025.60	\$78,968.16	\$0.00	0	\$78,968.16	100	\$0.00	0	100	\$0.00	0	\$78,968.16	\$78,968.16	\$0.00	\$38,994.48	\$0.00	\$0.00	\$38,994.48	\$38,994.48	
Mayoral Aide V	\$3,025.60	\$78,968.16	\$0.00	0	\$78,968.16	100	\$0.00	0	100	\$0.00	0	\$78,968.16	\$78,968.16	\$0.00	\$38,994.48	\$0.00	\$0.00	\$38,994.48	\$38,994.48	
Mayoral Aide V	\$2,944.80	\$76,859.28	\$15,371.86	20	\$0.00	0	\$0.00	0	20	\$0.00	0	\$15,371.86	\$15,371.86	\$7,590.62	\$0.00	\$0.00	\$0.00	\$7,590.62	\$7,590.62	
Mayoral Aide V	\$2,944.80	\$76,859.28	\$15,371.86	20	\$0.00	0	\$0.00	0	20	\$0.00	0	\$15,371.86	\$15,371.86	\$7,590.62	\$0.00	\$0.00	\$0.00	\$7,590.62	\$7,590.62	
Mayoral Aide V	\$2,944.80	\$76,859.28	\$0.00	0	\$76,859.28	100	\$0.00	0	100	\$0.00	0	\$76,859.28	\$76,859.28	\$0.00	\$37,953.11	\$0.00	\$0.00	\$37,953.11	\$37,953.11	
Mayoral Aide V	\$2,789.60	\$72,808.56	\$14,561.71	20	\$0.00	0	\$0.00	0	20	\$0.00	0	\$14,561.71	\$14,561.71	\$7,190.57	\$0.00	\$0.00	\$0.00	\$7,190.57	\$7,190.57	
Mayoral Aide V	\$2,789.60	\$72,808.56	\$72,808.56	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$72,808.56	\$72,808.56	\$35,952.87	\$0.00	\$0.00	\$0.00	\$35,952.87	\$35,952.87	
Mayoral Aide V	\$2,789.60	\$72,808.56	\$72,808.56	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$72,808.56	\$72,808.56	\$35,952.87	\$0.00	\$0.00	\$0.00	\$35,952.87	\$35,952.87	
Mayoral Aide V	\$2,789.60	\$72,808.56	\$0.00	0	\$72,808.56	100	\$0.00	0	100	\$0.00	0	\$72,808.56	\$72,808.56	\$0.00	\$35,952.87	\$0.00	\$0.00	\$35,952.87	\$35,952.87	
Mayoral Aide V	\$2,789.60	\$72,808.56	\$72,808.56	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$72,808.56	\$72,808.56	\$35,952.87	\$0.00	\$0.00	\$0.00	\$35,952.87	\$35,952.87	
Mayoral Aide V	\$2,789.60	\$72,808.56	\$14,561.71	20	\$0.00	0	\$0.00	0	20	\$58,246.85	80	\$14,561.71	\$72,808.56	\$7,190.57	\$0.00	\$0.00	\$28,762.29	\$7,190.57	\$35,952.87	
Mayoral Aide V	\$2,642.40	\$68,966.64	\$13,793.33	20	\$55,173.31	80	\$0.00	0	100	\$0.00	0	\$68,966.64	\$68,966.64	\$6,811.15	\$27,244.58	\$0.00	\$0.00	\$34,055.73	\$34,055.73	
Mayoral Aide V	\$2,642.40	\$68,966.64	\$0.00	0	\$68,966.64	100	\$0.00	0	100	\$0.00	0	\$68,966.64	\$68,966.64	\$0.00	\$34,055.73	\$0.00	\$0.00	\$34,055.73	\$34,055.73	
Mayoral Aide V	\$2,503.20	\$65,333.52	\$65,333.52	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$65,333.52	\$65,333.52	\$32,261.69	\$0.00	\$0.00	\$0.00	\$32,261.69	\$32,261.69	
Mayoral Aide V	\$2,503.20	\$65,333.52	\$0.00	0	\$65,333.52	100	\$0.00	0	100	\$0.00	0	\$65,333.52	\$65,333.52	\$0.00	\$32,261.69	\$0.00	\$0.00	\$32,261.69	\$32,261.69	
Mayoral Aide V	\$2,371.20	\$61,888.32	\$0.00	0	\$61,888.32	100	\$0.00	0	100	\$0.00	0	\$61,888.32	\$61,888.32	\$0.00	\$30,560.45	\$0.00	\$0.00	\$30,560.45	\$30,560.45	
Mayoral Aide V	\$2,371.20	\$61,888.32	\$0.00	0	\$61,888.32	100	\$0.00	0	100	\$0.00	0	\$61,888.32	\$61,888.32	\$0.00	\$30,560.45	\$0.00	\$0.00	\$30,560.45	\$30,560.45	
Mayoral Aide V	\$2,371.20	\$61,888.32	\$0.00	0	\$61,888.32	100	\$0.00	0	100	\$0.00	0	\$61,888.32	\$61,888.32	\$0.00	\$30,560.45	\$0.00	\$0.00	\$30,560.45	\$30,560.45	
Mayoral Aide III	\$2,042.40	\$53,306.64	\$53,306.64	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$53,306.64	\$53,306.64	\$26,322.82	\$0.00	\$0.00	\$0.00	\$26,322.82	\$26,322.82	
Mayoral Aide III	\$2,042.40	\$53,306.64	\$53,306.64	100	\$0.00	0	\$0.00	0	100	\$0.00	0	\$53,306.64	\$53,306.64	\$26,322.82	\$0.00	\$0.00	\$0.00	\$26,322.82	\$26,322.82	
Total Mayor's Office Staff:			\$1,450,435.46		\$955,653.59		\$0.00					\$127,731.31	\$2,406,089.05	\$2,533,820.36	\$716,225.03	\$471,901.74	\$0.00	\$63,073.72	\$1,188,126.77	\$1,251,200.50
Deputy City Attorney III	\$6,068.00		\$85,522.39	54	\$66,517.42	42	\$0.00	0	96	\$6,334.99	4	\$152,039.81	\$158,374.80							
TOTAL UASI STAFF IN ALL DEPARTMENTS:			\$1,535,957.86		\$1,022,171.00		\$0.00					\$134,066.30	\$2,558,128.86	\$2,692,195.16	\$716,225.03	\$471,901.74	\$0.00	\$63,073.72	\$1,188,126.77	\$1,251,200.50

Anticipated Contract Service Requirements, FY 18 UASI

City Department	Project Description	Maximum Cost	Contract Term
EMD	The selected Contractor, under the direction of and in coordination with the EMD's Training and Exercise Division, shall assist EMD in the planning, designing, development, and execution of an HSEEP-compliant Functional Exercise, to include communication and coordination with City DOCs, other public, private and nonprofit sector agencies.	\$ 80,000	6 months
EMD	The selected Contractor, under the direction of and in coordination with the EMD's Community Preparedness & Engagement Division, will provide new Ready Your Los Angeles Neighborhood (RYLAN) training materials, such as training videos, marketing brochures and user guides, specific to multi-family housing and businesses.	\$ 250,000	12 months
LAPD	LAPD Project 25 TDMA Radio System Upgrade Motorola Solutions is to provide the City of Los Angeles with a solution to expand the functionality of the LAPD existing Motorola ASTRO 25® M-Core Radio System and to transition radio operations to a Project 25 Phase II compliant trunking architecture. The system is sized to support the LAPD with administrative and EMS users from LAFD.	\$ 5,422,907	12 months
LAPD	Palantir Training The Contractor shall deliver formal Palantir training to LA/LBUA law enforcement personnel as designated by the LAPD.	\$ 10,000	2 months
LAPD	Crime Analysis Mapping System (CAMS) Upgrade Contractor shall upgrade CAMS with current technology.	\$ 500,000	10 months
LAPD	MS_ISAC Netflow Monitoring and Analysis Service (Sole Source Contract) To contract with the Center for Internet Security (CIS) to subscribe to the Multi-State Information Sharing and Analysis Center (MS-ISAC) 24x7 cybersecurity monitoring and management services for the City of Los Angeles.	\$ 100,000	9 months



SUBAWARD AGREEMENT

Subrecipient: City of <XXX>

Title: FY 2018 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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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 THE CITY OF <XXX>

THIS SUBAWARD AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and the City of <XXX>, a municipal corporation (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) 2018 Urban Area Security Initiative Grant Program, FAIN #EMW<XXX>, CFDA #97.067, Federal Award <XXX>.

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 <XXX>.

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: <XXX>

Subaward Period of Performance (“Term”): <XXX>

Match Requirement: <XXX>

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:	City of <XXX>
Authorized Representative:	<XXX>
Authorized Department:	<XXX>
Address, Phone, Fax, E-mail:	<XXX> <XXX> Phone: <XXX> Fax: <XXX> Email: <XXX>

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. #XXX, XXX.)

Subrecipient warrants that it has obtained written authorization from its city council, 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 and the city council, 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 and the city council, governing board or authorized body.
- c. That Subaward funds shall not be used to supplant expenditures controlled by the city council, 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.

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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 2018 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2018 DHS Standard Terms and Conditions ("DHS Standard Conditions"), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2018 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2018 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, 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 and the *California Public Records Act* section of the CalOES Assurances.
- N. When collecting Personally Identifiable Information (PII), Subrecipient must have a publicly-available policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
- 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 be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions.
- Q. Subrecipient shall comply with the provisions set forth in the *Contract Provisions for Non-federal Entity Contracts under Federal Awards* section of the DHS Standard Conditions.
- 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 the provisions set forth in the following sections of the CalOES Assurances; (1) *the Energy Policy and Conservation Act*, (2) *the Hotel and Motel Fire Safety Act of 1990*, (3) *the Terrorist Financing E.O. 13224*, and (4) *the USA Patriot Act of 2001*.

§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 Inspector 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 AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ City Attorney</p> <p>Date _____</p>	<p>For: The City of XXX, a municipal corporation</p> <p>By _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ City Clerk</p> <p>Date _____</p>	<p>[SEAL]</p>

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: **<XXX>** Date of Approval **<XXX>**
 City Contract Number: _____