

AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM JOINT POWERS AUTHORITY

REGULAR MEETING

Thursday, February 4, 2010, 9:00 a.m. – 11:00 a.m.
Grace E. Simons Lodge
1025 Elysian Park Drive, Los Angeles, CA 90012

Members:

1. William Fujioka, Chair, CEO, County of Los Angeles
2. Charlie Beck, Vice Chair, Police Chief, City of Los Angeles
3. Cathy Chidester, representing County of Los Angeles, DHS
4. Chris Donovan, representing Los Angeles Area Fire Chiefs Association
5. David Betkey, representing the Los Angeles County Sheriff
6. Donald Pederson, representing At Large Seat, Culver City
7. Gerry Miller, Chief Legislative Analyst, City of Los Angeles
8. Gregory Simay, representing At Large Seat, City of Burbank
9. Kim Raney, representing At Large Seat, City of Covina
10. Leroy Jackson, representing At Large Seat, City of Torrance
11. Mark Alexander, representing California Contract Cities Association
12. Michael Bowman, Los Angeles Unified School District
13. Millage Peaks, Fire Chief, City of Los Angeles
14. P. Michael Freeman, Fire Chief, County of Los Angeles
15. Reggie Harrison, representing the City of Long Beach
16. Scott Pickwith, representing the Los Angeles County Police Chief's Association
17. Tom Coultas, representing City of Los Angeles CAO

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

A. CALL TO ORDER

B. ANNOUNCE QUORUM

C. APPROVAL OF MINUTES

D. OLD BUSINESS

1. Committee Reports:
 - a. Finance Committee – Mr. Coultas
 - 1) Financing Strategy
 - 2) Allocation Options
 - b. Ad Hoc RFP Review Committee – Chief Keane
 - 1) Vendor RFP
2. LA-RICS RFP Evaluation and Selection committee membership, including possible use of vendors - Mark Manning, County ISD; Jose Silva, County Counsel; Chief Keane

3. Project Management Team -- Chief Freeman, Division Chief Betkey
 - a. ACTION ITEM: Approve the proposed Project Management Team organizational chart.
 - b. ACTION ITEM: Appoint Deputy Chief Scott Poster as Task Force Leader to manage the efforts of the Project Management Team until a Chief Executive can be identified and funded, but no later than July 1, 2010; and, ratify the Task Force Leader's appointment of John Radeleff as Deputy Task Force Leader.
 - c. ACTION ITEM: Commit to temporarily assigning Task Force Members as requested by the Task Force Leader.

E. NEW BUSINESS

1. Grants update for SHSGP and UASI – Chief Freeman

F. DISCUSSION ITEMS FROM BOARD MEMBERS

G. ACTION ITEMS FOR NEXT MEETING

H. PUBLIC COMMENT

I. ADJOURNMENT-- NEXT MEETING: March 4, 2010, 9:00 a.m.

Members of the public are invited to address the LA-RICS JPA Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to two (2) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

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

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

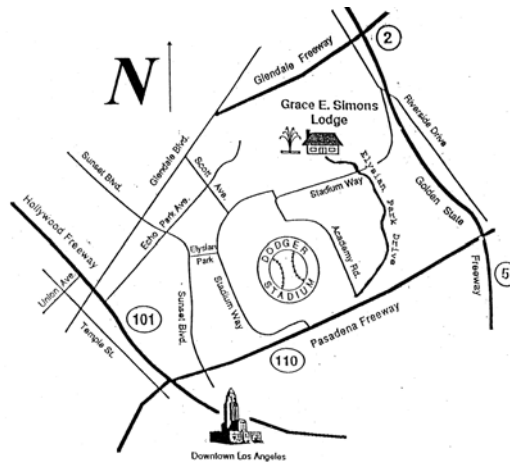
It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other types of auxiliary aids and/or services may be provided upon request. To ensure availability of assistance, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. 213-893-2374 or 213-974-1101

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 24 HORAS POR ANTICIPADO.

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

Grace E. Simons Lodge...1025 Elysian Park Drive...Los Angeles, CA...90012

Map and Driving Directions:



- **5 Freeway NORTH:**

Exit Stadium Way, Turn Left on Riverside Drive. Turn Left on Stadium Way, Turn Right at top of hill on Elysian Park Drive.

- **5 Freeway SOUTH:**

Exit Stadium Way, Turn Left on Stadium Way. Turn Right at the top of the hill on Elysian Park Drive.

- **110 Freeway NORTH:**

Take the 110 North to the 5 North. Exit Stadium Way, Turn Left on Riverside Drive. Turn Left on Stadium Way, Turn Right at top of hill on Elysian Park Drive.

- **2 Freeway SOUTH:**

Take the 2 South to the 5 South. Exit Stadium Way, Turn Left on Stadium Way. Turn Right at the top of the hill on Elysian Park Drive.

- **101 NORTH:**

Exit Glendale Blvd/Echo Park. Go straight on Union Ave. Turn left on Temple St. Turn left on Glendale Blvd. Turn right on Scott Ave. Turn left on Stadium Way. Turn right on Academy Road, immediately turn left back onto Stadium Way. Go half (1/2) mile and turn left on Elysian Park Drive.

- **Sunset Boulevard WEST:**

Take Sunset Blvd., West, Turn right on Elysian Park Avenue. Turn left on Stadium Way. Turn right on Academy Road, immediately turn left back onto Stadium Way. Go half (1/2) mile and turn left on Elysian Park Drive.

BOARD OF DIRECTORS MEETING SUMMARY

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Friday, January 15, 2010

Kenneth Hahn Hall of Administration

500 West Temple Street, Conf. Room 140, Los Angeles 90012

Members Present:

Bill Fujioka, Chair (County of Los Angeles CEO)

Charlie Beck, Vice Chair (City of Los Angeles Police Chief)

Mark Alexander (representing California Contract Cities Association)

David Betkey (representing County of Los Angeles Sheriff's Department)

Michael Bowman, (representing Los Angeles Unified School District)

Cathy Chidester (representing County of Los Angeles, DHS)

Tom Coultas (representing City of Los Angeles, CAO)

P. Michael Freeman (Fire Chief, County of Los Angeles)

June Gibson (representing City of Los Angeles Chief Legislative Analyst)

Reggie Harrison (representing the City of Long Beach)

Leroy Jackson (representing At Large Seat, City of Torrance)

Millage Peaks (Fire Chief, City of Los Angeles)

Donald Pederson (representing At Large Seat, Culver City)

Scott Pickwith (representing Los Angeles County Police Chiefs Association)

Kim Raney (representing At Large Seat, City of Covina)

Alex Rodriguez (representing Los Angeles Area Fire Chiefs Association)

Gregory Simay (representing At Large Seat, City of Burbank)

A. CALL TO ORDER

Bill Fujioka called the meeting to order at 9:05 a.m.

B. ANNOUNCE QUORUM

An acknowledgement of a quorum was present without a formal roll call provided.

- **C. APPROVAL OF MINUTES** (December 3, 2009, meeting)

Due to technical difficulties with the recording, minutes from the previous meeting were not available.

D. OLD BUSINESS

1. Committee Reports**a. Finance Committee**

The Finance Committee continues to explore funding alternatives for the system.

b. Ad Hoc Bylaws Committee

The Ad Hoc Bylaws Committee finalized a draft of the Bylaws which was presented to the Board. Mr. Alexander indicated that the Contract Cities had issues with the proposed selection process for selecting replacement Board Members, but would allow the Bylaws to move forward. The Bylaws were adopted by a majority of the Board.

c. Ad Hoc RFP Review Committee

- 1) County ISD provided an overview of the process that will be followed for issuance and evaluation of the RFP.*
- 2) The Vendor RFP will be finalized and presented for review to interested Members on January 25 and 26. Follow up meetings are tentatively scheduled for February 16 and 17 to finalize input from Members. The schedule will be posted on the website. The finalized RFP should be presented to the Board at the March Board of Directors meeting.*

2. Proposed Management Structure

Chief Freeman and Chief Betkey provided an organizational chart for staffing the LA-RICS Joint Powers Authority. Both the organizational structure and interim Task Force Leader were discussed extensively. Chief Beck and Chief Peaks requested that approval of the organizational structure be postponed until the following Board meeting in order for the Board to have adequate time to review the proposed structure.

Motion was made and approved to accept the Chair's offer and allow the County to loan a staff person to assist the JPA.

E. DISCUSSION ITEMS FROM BOARD MEMBERS

1. Chief Freeman asked County Counsel to provide guidance to the Board regarding conflict of interest/confidentiality issues; this may also involve what the Board members should look for when appointing selection committee members
2. Greg Simay pointed out that there had been a problem with the Authority's original PO Box and that DELTAWRX was the repository for Authority documents, e.g., signed JPAs, etc. Since the Authority is gearing up for staff, it may be appropriate for the Authority to become the repository for all documentation

F. ADJORNMENT – NEXT MEETING: February 4 at 9:00 a.m.



Summary of Issues

Non-Disclosure Agreements

Conflicts of Interest

Evaluation Committee Selection Criteria

Draft

January 29, 2010

Summary of Issues
Non-Disclosure Agreements, Conflicts of Interest, Evaluation Committee Selection Criteria

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Summary of Issues

1. Non-Disclosure Agreements

Two Non-Disclosure Agreements have been prepared in connection with the LA-RICS Request for Proposals --- the Recipient Non-Disclosure Agreement and the Proposer Non-Disclosure Agreement.

The Recipient Non-Disclosure Agreement is to be executed by those JPA members and affiliates who will be reviewing the draft RFP and its attachments for finalization prior to its release to the vendor community. The objective of the Recipient Non-Disclosure Agreement is to prevent the release of any details of the RFP to any member of the vendor community before the official release of the finalized RFP to the entire vendor community, obviating any argument that a particular vendor was advantaged by receiving any information about the RFP before its official release to all. A copy of the Recipient Non-Disclosure Agreement is attached as Exhibit A.

The Proposer Non-Disclosure Agreement is to be executed by Proposers in connection with their receipt of the Confidential Supplement to the RFP. The Confidential Supplement contains a compilation of confidential technical and site information that the JPA and its members do not want circulated to the general public. A copy of the Proposer Non-Disclosure Agreement is attached as Exhibit B.

2. Conflicts of Interest

Issues relating to conflicts of interest of JPA members, affiliates and Proposers are covered in several sections of the RFP package:

1. Section 2.15 (Conflict of Interest) of the RFP base document.
2. Section 2 (Conflict of Interest) of Appendix E (Proposer Certification).
3. Section 44 (Conflict of Interest) of Appendix I (Sample Agreement).

In addition, a draft Conflict of Interest Policy and Disclosure Form for the LA-RICS Board of Directors has been prepared for execution by all of the members of the JPA Board of Directors and is attached as Exhibit C.

3. Selection Criteria for RFP Evaluation Committee Members

The Evaluation Committee will consist of voting members, a non-voting facilitator, non-voting subject matter experts, and non-voting administrative support staff. It is recommended that the Evaluation Committee be configured in a manner that minimizes the number of participants while representing the interests of the full Authority membership.

The Evaluation Committee participants must meet the following requirements:

1. Each participant must be available for the entire evaluation process. Candidates with limited availability will not be considered, as the same individuals must remain on the committee for the duration of the evaluation process.
2. Participants must not have any conflicts of interest, and will be required to sign a written affidavit that they have no biases or conflicts of interest. Conflicts of interest restrictions will extend to spouses and immediate family members.

3. Voting members must be permanent employees of their respective agencies – not temporary employees, consultants, contract workers, or otherwise.
4. Voting members must have an understanding of the Authority's needs and resources so that they can accurately evaluate responses.
5. Participants must have independence that will allow them to evaluate proposals without communicating with others outside of the evaluation committee.

As to the actual makeup of the Evaluation Committee, proposed for discussion and consideration are seven voting members appointed by the following (one voting member appointed by each):

1. LA County Sheriff
2. LA County Fire
3. City of LA Fire
4. City of LA Police
5. LA Area Fire Chief's Association
6. LA County Police Chief's Association
7. LA-RICS Board of Directors

In addition, the voting members will be supported by the following non-voting participants: one or more facilitators, subject matter experts and administrative support staff.

Exhibit A Recipient Non-Disclosure Agreement

Project Name: Los Angeles Regional Interoperable Communications System (LA-RICS)

Recipient Name: _____

Recipient Agency: _____

1. General Information

This Recipient Non-Disclosure Agreement (this "Agreement") relating to the Los Angeles Regional Interoperable Communications System ("LA-RICS" or "System") is required by the LA-RICS Joint Powers Authority (the "Authority") to be executed by _____ (the "Recipient") in connection with Recipient's receipt of a draft of the Authority's Request for Proposals for the System (the "RFP"), including that certain Confidential Supplement document (the "Confidential Supplement").

As a condition to making the RFP and Confidential Supplement available to Recipient for review, the Authority requires Recipient's signature on this Agreement.

2. Term

The term of this Agreement shall commence upon Recipient's execution of this Agreement and shall continue in full force and effect in perpetuity.

3. Confidentiality

For purposes of this Agreement, "Confidential Information" shall mean (a) the RFP, Confidential Supplement and any related data, information or material disclosed by the Authority to Recipient in connection with the RFP; (b) any data, information or material identifying, characterizing, or related to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in the Authority's (or any of its Member's) computer systems, or to any safeguard, countermeasure, contingency plan, policy, or procedure, for any data or system security contemplated or implemented by the Authority; and (c) any data, information or materials pertaining to persons and/or entities receiving services from the Authority (or any of its Members), including, without limitation, data, information and materials concerning health, mental health, criminal, and welfare recipient records.

Recipient agrees, on behalf of itself and all of Recipient's employers, employees and agents to whom Recipient discloses or provides any of the Confidential Information, (i) to protect from loss and hold in confidence all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer or otherwise disclose to any other person or entity, any Confidential Information for any purpose whatsoever; and (iii) to utilize the Confidential Information solely for the limited purpose of reviewing and preparing its comments to the RFP.

Recipient agrees to limit disclosure of the Confidential Information solely to those Recipient employers, employees and agents to whom such disclosure is required in connection with the preparation of Recipient's comments to the RFP.

Recipient shall maintain a log of each copy of the RFP and Confidential Supplement and any other Confidential Information provided to Recipient by the Authority, by serial number or other identifying

code, which shall set forth the location of each such copy at all times and the individual who has possession and control of such copy at all times. Such log shall be available for inspection by the Authority at any time upon request.

Promptly upon completion of its review of the RFP and Confidential Supplement, Recipient shall return to the Authority all copies of the RFP, Confidential Supplement and any other Confidential Information, and Recipient shall not retain any copies of the RFP, Confidential Supplement or any other Confidential Information or any portion thereof. Simultaneous with the return to the Authority of all copies of the RFP, Confidential Supplement and any other Confidential Information, Recipient shall deliver to the Authority a written certification, executed by a duly authorized officer of Recipient, stating that: (a) all copies of the RFP, Confidential Supplement and any other Confidential Information have been returned to the Authority; (b) Recipient has not retained any copies of the RFP, Confidential Supplement or any other Confidential Information or any portion thereof; and (c) Recipient has not improperly disclosed any of the Confidential Information.

4. Indemnification

Recipient shall indemnify, defend, and hold harmless the Authority, its Members, and its or their officers, employees, and agents, from and against any and all claim, demand, liability, damage, cost, and expense, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to, any breach by Recipient or any of Recipient's employers, employees or agents of this Agreement, and any disclosure, misappropriation or misuse of any of the Confidential Information arising from any such breach by Recipient or any of its employers, employees or agents of this Agreement or from any negligent acts or omissions of Recipient or any of its employers, employees or agents.

5. Remedies

Because of the unique nature of the Confidential Information, Recipient understands and agrees that the Authority will suffer irreparable harm in the event that Recipient or any of its employers, agents or employees fail to fully comply with any of its obligations under this Agreement and that monetary damages will be inadequate to compensate the Authority for any such breach. Accordingly, Recipient agrees that the Authority will, in addition to any other remedies available to it under this Agreement or at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.

6. Governing Law; Venue

This Agreement shall be governed by California law applicable to contracts between residents of California that are wholly executed and performed in California. Recipient agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Recipient agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

7. Entire Agreement

This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. In the event that any provision hereof or any obligation hereunder is found invalid or unenforceable pursuant to

judicial decree or decision, any such provision, obligation or grant of rights shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

Recipient understands that any violation of this Agreement may subject Recipient and its employer, employees and agents to civil and/or criminal action and/or penalties, and that the Authority and any of its Members may seek all possible legal redress.

Date: _____

Authorized Signature: _____

Name: _____

Title: _____

Exhibit B (Proposer) Non-Disclosure Agreement

(from Appendix H of the LA-RICS System RFP)

Project Name: Los Angeles Regional Interoperable Communications System (LA-RICS)

Proposer Name: _____

8. General Information

This Proposer Non-Disclosure Agreement (this "Agreement") relating to the Los Angeles Regional Interoperable Communications System ("LA-RICS" or "System") is required by the LA-RICS Joint Powers Authority (the "Authority") to be executed by _____ (the "Proposer") in connection with Proposer's receipt of that certain Confidential Supplement document (the "Confidential Supplement") and Proposer's conduct of site inspections in connection with the Authority's Request for Proposals for the System dated _____ (the "RFP").

In order to assist the Proposer with the preparation of its Proposal in response to the RFP, the Authority has prepared the Confidential Supplement consisting of confidential and proprietary data, information and materials including detailed information on the current communications systems used throughout the region such as radio sites, coverage, frequencies, loading and operational information, as well as information regarding desired communications systems.

As part of Proposer's Proposal in response to the RFP, and as a condition to making the Confidential Supplement and the sites listed therein available for inspection to Proposer, the Authority requires Proposer's signature on this Agreement.

9. Term

The term of this Agreement shall commence upon Proposer's execution of this Agreement and shall continue in full force and effect in perpetuity.

10. Confidentiality

For purposes of this Agreement, "Confidential Information" shall mean (a) the Confidential Supplement and any related data, information or material disclosed by the Authority to Proposer to facilitate Proposer's preparation of its Proposal in response to the RFP; (b) any data, information or material identifying, characterizing, or related to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in the Authority's (or any of its Member's) computer systems, or to any safeguard, countermeasure, contingency plan, policy, or procedure, for any data or system security contemplated or implemented by the Authority; and (c) any data, information or materials pertaining to persons and/or entities receiving services from the Authority (or any of its Members), including, without limitation, data, information and materials concerning health, mental health, criminal, and welfare recipient records.

Proposer agrees, on behalf of itself and all of Proposer's employees and agents to whom Proposer discloses or provides any of the Confidential Information, (i) to protect from loss and hold in confidence all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer or otherwise

disclose to any other person or entity, any Confidential Information for any purpose whatsoever; and (iii) to utilize the Confidential Information solely for the limited purpose of preparing its Proposal in response to the RFP.

Proposer agrees to limit disclosure of the Confidential Information solely to those Proposer employees and agents to whom such disclosure is required in connection with the preparation of Proposer's Proposal in response to the RFP.

Proposer shall maintain a log of each copy of the Confidential Supplement and any other Confidential Information provided to Proposer by the Authority, by serial number or other identifying code, which shall set forth the location of each such copy at all times and the individual who has possession and control of such copy at all times. Such log shall be available for inspection by the Authority at any time upon request.

Promptly upon submission of its Proposal in response to the RFP, Proposer shall return to the Authority all copies of the Confidential Supplement and any other Confidential Information, and Proposer shall not retain any copies of the Confidential Supplement or any other Confidential Information or any portion thereof. Simultaneous with the return to the Authority of all copies of the Confidential Supplement and any other Confidential Information, Proposer shall deliver to the Authority a written certification, executed by a duly authorized officer of Proposer, stating that: (a) all copies of the Confidential Supplement and any other Confidential Information have been returned to the Authority; (b) Proposer has not retained any copies of the Confidential Supplement or any other Confidential Information or any portion thereof; and (c) Proposer has not improperly disclosed any of the Confidential Information.

11. Indemnification

Proposer shall indemnify, defend, and hold harmless the Authority, its Members, and its or their officers, employees, and agents, from and against any and all claim, demand, liability, damage, cost, and expense, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to, any breach by Proposer or any of Proposer's employees or agents of this Agreement, and any disclosure, misappropriation or misuse of any of the Confidential Information arising from any such breach by Proposer or any of its employees or agents of this Agreement or from any negligent acts or omissions of Proposer or any of its employees or agents.

12. Remedies

Because of the unique nature of the Confidential Information, Proposer understands and agrees that the Authority will suffer irreparable harm in the event that Proposer or any of its agents or employees fail to fully comply with any of its obligations under this Agreement and that monetary damages will be inadequate to compensate the Authority for any such breach. Accordingly, Proposer agrees that the Authority will, in addition to any other remedies available to it under this Agreement or at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.

13. Governing Law; Venue

This Agreement shall be governed by California law applicable to contracts between residents of California that are wholly executed and performed in California. Proposer agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Proposer agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding

this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

14. Entire Agreement

This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. In the event that any provision hereof or any obligation hereunder is found invalid or unenforceable pursuant to judicial decree or decision, any such provision, obligation or grant of rights shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

Proposer understands that any violation of this Agreement may subject Proposer and its employees and agents to civil and/or criminal action and/or penalties, and that the Authority and any of its Members may seek all possible legal redress.

Date: _____

Authorized Signature: _____

Name: _____

Title: _____

Exhibit C Board of Directors Conflict of Interest Policy/Disclosure Form

In their capacity as directors, the members of the Board of Directors (the “Board”) of the Los Angeles Regional Interoperable Communications System (“LA-RICS”) Joint Powers Authority (“JPA”) must act at all times in the best interests of the JPA. The purpose of this policy is to help inform the Board about what constitutes a conflict of interest, assist the Board in identifying and disclosing actual and potential conflicts, and help ensure the avoidance of conflicts of interest where necessary. This policy may be enforced against individual Board members as described below.

Board members have a fiduciary duty to conduct themselves without conflict to the interests of the JPA. In their capacity as Board members, they must subordinate personal, individual business, third-party, and other interests to the welfare and best interests of the JPA.

A conflict of interest is a transaction or relationship which presents or may present a conflict between a Board member’s obligations to the JPA and the Board member’s personal, business or other interests.

All conflicts of interest are not necessarily prohibited or harmful to the JPA. However, full disclosure of all actual and potential conflicts, and a determination by the disinterested Board members – with the interested Board member(s) recused from participating in debates and voting on the matter – are required.

All actual and potential conflicts of interests shall be disclosed by Board members to the JPA Executive Committee through the annual disclosure form and/or whenever a conflict arises. The disinterested members of the JPA Executive Committee shall make a determination as to whether a conflict exists and what subsequent action is appropriate (if any). The JPA Executive Committee shall inform the Board of such determination and action. The Board shall retain the right to modify or reverse such determination and action, and shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy.

On an annual basis, all Board members shall be provided with a copy of this policy and required to complete and sign the acknowledgment and disclosure form below. All completed forms shall be provided to and reviewed by the JPA Executive Committee, as well as all other conflict information provided by Board members.

I have read the LA-RICS JPA Board of Directors Conflict of Interest Policy set forth above and agree to comply fully with its terms and conditions at all times during my service as a JPA Board member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the JPA President and Executive Director in writing.

Disclosure of Actual or Potential Conflicts of Interest:

Board Member Signature: _____

Board Member Printed Name: _____

Date: _____

