



# AGENDA

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

### BOARD OF DIRECTORS MEETING

Thursday, April 3, 2025, • 9:00 a.m.

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

Microsoft Teams Meeting Link for the Public: [Join the meeting now](#)

#### Call-in Number for the Public:

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

**Telephone Number:** (323) 886-6924

**Conference ID:** 305 592 432#

#### AGENDA POSTED: March 27, 2025

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

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

OFFICERS
<b>Scott Edson</b> , LA-RICS Executive Director
<b>Ronald Watson</b> , LA-RICS Deputy Executive Director
<b>Oscar Valdez</b> , County of Los Angeles, Auditor-Controller
<b>Elizabeth Buenrostro Ginsberg</b> , County of Los Angeles, Treasurer and Tax Collector
<b>Beatriz Cojulun</b> , LA-RICS Board Secretary



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

- I. CALL TO ORDER**
- II. ANNOUNCE QUORUM – ROLL CALL**
- III. APPROVAL OF MINUTES – (A)**
  - A.** March 6, 2025 – Regular and Special Minutes  
Agenda Item A
- IV. PUBLIC COMMENTS –**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS (B – D)**
  - B.** Director’s Report – Scott Edson
  - C.** Joint Operations and Technical Committee Chair’s Report – NONE
  - D.** Finance Committee Chair’s Report – NONE
- VII. DISCUSSION ITEMS (E – G)**
  - E.** Financial Statements and Independent Auditors Report for The Fiscal Year Ending June 30, 2024 – BCA Watson Rice LLP  
Agenda Item E
  - F.** Land Mobile Radio Network Operations Status and Issues – Ted Pao  
Agenda Item F
  - G.** Outreach Update – Lt. Robert Weber  
Agenda Item G



## VIII. ADMINISTRATIVE MATTERS (H – J)

### H. LMR AMENDMENT NO. 127 TO AGREEMENT NO. LA-RICS 007

It is recommended that your Board:

1. Make the following findings:
  - a. Find that the approval of Amendment No. 127 to include three (3) Change Orders: two (2) Change Orders, in connection with microwave dish relocation and re-alignment and an antenna replacement at the Castro Peak (CPK) site, and one (1) Change Order related to recharge clean agent fire suppression system work at the Green Mountain (GRM) site; are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
  - b. Find that the approval of Amendment No. 127 to include a Change Order in connection with re-aligning a tower dish at the MCI/Saddle Peak (SPN) site for the CPK-MCI/SPN microwave path is within the scope of the activities previously authorized at site MCI/SPN on August 5, 2021, which your Board previously found exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for reasons stated in this Board Letter and as noted in the record of the project.
2. Approve Amendment No. 127 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI) as follows:
  - a. Incorporate a Change Order to relocate a tower dish at the CPK site and to re-align this dish with corresponding dish at the end of the microwave path to the MCI/SPN site for a cost increase in the amount of \$19,927.
  - b. Incorporate a Change Order in connection with an antenna replacement at the CPK site for a cost increase in the amount of \$2,550.



- c. Incorporate a Change Order related to certain fire suppression system work at the GRM site for a cost increase in the amount of \$10,832.
- d. Increase the Maximum Contract Sum in the amount of \$33,309 from \$278,229,368 to \$278,262,677.
- e. Delegate authority to the Executive Director to execute Amendment No. 127, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue Notices to Proceed (NTP) for the Work contemplated in Amendment No. 127, as may be necessary.

Agenda Item H

**I. APPROVE A SOLE SOURCE AGREEMENT WITH GENCORE CANDEO, LTD. (DBA THE GENESIS GROUP) FOR GENWATCH 3 FOR USE ON THE LAND MOBILE RADIO (LMR) SYSTEM**

It is recommended that your Board:

- a. Approve an Agreement between the Authority and GenCore Candeco, Ltd. (dba The Genesis Group) (Genesis), similar in form to the enclosed Agreement (**Enclosure**), to allow Genesis to provide the necessary equipment, installation, configuration and training, to upgrade and enhance GenWatch3, the data management solution used on the LMR System for a total not-to-exceed amount of \$133,769.
- b. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar form to the enclosed Agreement (**Enclosure**).
- c. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item I

**J. APPROVE A SOLE SOURCE AGREEMENT WITH COMPCOM, LLC FOR CONSULTANT SERVICES TO PROVIDE INFORMATION TECHNOLOGY (IT) SERVICES AS THE IT MANAGER**

It is recommended that your Board:

- 1. Approve an Agreement between the Authority and CompCom, LLC (i.e. Justin Compito), similar in form to the enclosed Agreement (Enclosure), to provide the Authority with Information Technology Consultant services as



the Information IT Manager for a billed hourly rate of \$130, with a total contract amount of \$226,330 per year, and an initial three (3) year term, commencing upon the date of execution of the Agreement, with two (2) one-year renewal options, which may be exercised at the sole discretion of the Authority.

2. Delegate authority to the Executive Director to increase the contract amount annually by an additional aggregate not-to-exceed amount of \$38,850 at a billed hourly rate of \$150 for additional work, tasks, services, not included in the scope of work. Any such increase will be memorialized in the form of one or more amendments, provided any such amendments are approved as to form by Counsel to the Authority and does not exceed \$38,850 per year.
3. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar in form to the enclosed Agreement (Enclosure).
4. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item J

**IX. MISCELLANEOUS – NONE**

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

**XI. CLOSED SESSION REPORT –**

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

**XII. ADJOURNMENT AND NEXT MEETING**

Regular Board Meeting on Thursday, May 1, 2025, at 9:00 a.m., at the LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, CA 91754.



## BOARD MEETING INFORMATION

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

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

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

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

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



# **BOARD OF DIRECTORS REGULAR AND SPECIAL MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**Thursday, March 6, 2025 • 9:00 a.m.**

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

## **BOARD MEMBERS PRESENT**

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

**Scott Wiese**, Police Chief, Los Angeles County Police Chief's Association

**Ric Walczak**, Police Chief, At-Large Seat #3 (City of Covina Police Department)

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

## **ALTERNATES FOR BOARD MEMBERS PRESENT**

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

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

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

**Michael Browne**, Acting Fire Chief, Los Angeles Area Fire Chief's Association

**Cardell Hurt**, Captain, At-Large Seat #2 (City of Inglewood Police Department)

## **OFFICERS PRESENT**

**Scott Edson**, LA-RICS Executive Director

**Beatriz Cojulun**, LA-RICS Board Secretary

## **BOARD MEMBERS ABSENT / VACANT**

**Joshua Nelson**, City Manager, California Contract Cities Association



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

**I. CALL TO ORDER**

Board Chair Chief Anthony Marrone called the Regular and Special meetings of the Board to order at 9:04 a.m.

**II. ANNOUNCE QUORUM – ROLL CALL**

LA-RICS Project Team Member Marissa Bosque took roll call.

Alternate Board Member Cardell Hurt stated that he was traveling on business and participating as a Board Member telephonically pursuant to the “just cause” provision of Government Code Section 54953. Alternate Board Member Hurt reported he was alone in the room with no members of the public participating.

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

**III. APPROVAL OF MINUTES (A)**

**A. February 6, 2025 – Regular Minutes**

**Agenda Item A**

Board Chair Marrone asked the Board if there were any corrections or comments to the attached Regular meeting minutes. There were no corrections or comments, therefore, he asked for a motion to approve.

Board Member Scott Wiese motioned first, seconded by Board Member Chris Nigg.

Ayes (9): Luke, Marrone, Sum, Tadeo, Browne, Wiese, Walczak, Hurt, and Nigg

**MOTION APPROVED.**

**(AT 9:06 A.M. BOARD CHAIR MARRONE TOOK AGENDA ITEM XI. CLOSED SESSION OUT-OF-ORDER AND THEN CONTINUED WITH PUBLIC COMMENTS, REPORTS, DISCUSSION ITEMS, AGENDA ITEMS I-K)**





## **XI. CLOSED SESSION REPORT**

There was no closed session listed for the Special Meeting Agenda. The Chair proceeded with the closed session items on the Regular Meeting Agenda.

The Board entered Closed Session at 9:06 a.m.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case).
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [Government Code Section 54957(b)(a)] Title: Executive Director

The Board returned from Closed Session at 9:36 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

Alternate Board Chair Nicholas Berkuta introduced himself as the Assistant Fire Chief with the County of Los Angeles (County) Fire Department (LACoFD) and would Chair the remainder of the meeting.

## **IV. PUBLIC COMMENTS – NONE**

There was no public comment.

## **V. CONSENT CALENDAR – NONE**

There were no consent items on the Regular and Special Meeting Agendas.

## **VI. REPORTS (B - D)**

There were no reports on the Special Meeting Agenda. The Chair proceeded with the reports on the Regular Meeting Agenda.

### **B. Director's Report – Scott Edson**

Executive Director Scott Edson greeted the Board and reported that during the month of February 2025, there were no significant events or outages that affected service delivery to LA-RICS subscribers and affiliates. Executive Director Edson further reported that while the responses to the fires and windstorms experienced in January have mostly settled down, some dire warnings about mudflows due to runoff from the recent storms in the burn areas of the County were issued.



Executive Director Edson stated LA-RICS continues to support first responders and mutual aid agencies operating on the LA-RICS network. Executive Director Edson further stated the LA-RICS team is actively managing the aftermath of the January firestorm events, and this includes refueling various sites, as many of LA-RICS' generators ran extensively throughout January with over four thousand one hundred (4,100) hours. Executive Director Edson went on to say some sites are still experiencing power issues due to damage from the storms and fires, however, it is worth noting there were no service-impacting issues on the network during January and February.

Executive Director Edson reported access to certain sites remains an ongoing challenge for maintenance teams; specifically, site Whitaker Middle Peak (WMP) will require extensive engineering and reconstruction of a section of the road affected by erosion from the atmospheric river storms in 2023 and 2024. Executive Director Edson further reported the LA-RICS staff is collaborating with the County Internal Services Department (County ISD) to explore interim solutions while working on securing funds for a permanent solution. Executive Director went on to say that if LA-RICS can find a temporary solution, it would allow for safer access using all-terrain vehicles; ultimately, the permanent solution will enable regular all-wheel-drive vehicles and fuel delivery trucks to reach the site without difficulty.

Regarding regional interoperability, Executive Director Edson expressed appreciation to Board Member Scott Wiese's efforts, as there are five (5) additional agencies who are actively working with LA-RICS toward regional interoperability. Additionally, Executive Director Edson thanked Board Member Ric Walczak for supporting this effort with Commnet agencies. Executive Director Edson stated that he also sent a letter to every Police Chief whose agency has not made progress over the last year in programming the regional channels for regional interoperability. Executive Director Edson mentioned the letter reminded the Police Chiefs of the importance of interoperability and asked them to be proactive in their efforts. Executive Director Edson further mentioned he offered the opportunity to exchange radio IDs and provide sheriff Talkgroups for enhanced interoperability. Executive Director Edson went on to say that he offered LA-RICS' assistance and specifically asked the Police Chiefs to let him know if the issue was funding, LA-RICS can make a request on their behalf before the Urban Area Securities Initiative (UASI) Approval Authority. Executive Director Edson said at the rate interoperability efforts are going, it is unfortunate the region will have to work very hard to be interoperable for any of the upcoming major events and the next major emergency. Executive Director Edson expressed that he hopes the Police Chiefs will recognize this



challenge and be proactive, as the citizens expect first responders to be, and the Grantor demands it.

Regarding grants, Executive Director Edson reported the Grants team is packaging the required forms and details required to submit the Request for Public Assistance relating to the California Wildfires and Straight-Line Winds disaster. Executive Director Edson further reported members of the Grants team attended applicant briefings in South Pasadena and Alhambra on February 25 - 27, 2025, and March 4, 2025, respectively.

Executive Director Edson stated the LA-RICS team mobilized to respond to various fire-related urgencies, such as mitigation of public safety power shutoffs, which included non-standard generator servicing, refueling, etc. Executive Director Edson further stated the teams worked overtime hours to monitor the system performance, alarms, etc. and assisted agencies with interoperable communications, radio programming, etc. Executive Director Edson went on to say that per the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) guidance, these expenses qualify for federal financial assistance, and the LA-RICS team will submit this application by the deadline of March 9, 2025.

Executive Director Edson shared that during these briefings, LA-RICS received information regarding the application requirements such as the resolution required by non-state agencies for the Designation of Applicant's Agent to apply for federal financial assistance in connection with the recent disaster and any other future grant program for three (3) years from the Board's date of approval. Executive Director Edson further shared the required forms were received after the Regular Board agenda filing, which is the reason for Agenda Item A in the Special Meeting Agenda. Executive Director Edson went on to say Agenda Item A requests the Board to delegate authority to the Executive Director to serve as the Authorized Agent and execute these forms.

Executive Director Edson reported the LA-RICS team is currently in the "Desk Review and Testing" phase of a Monitoring Visit by the firm, Witt O'Brien's, which is retained by the Mayor's Office of Public Safety; Witt O'Brien's is performing the audit work in connection with UASI 2019 – 2022 grants. Executive Director Edson further reported the auditors completed their review of documentation relating to those grants and are in the test phase, identifying and focusing on eighty-nine (89) transactions totaling approximately four point eight million dollars (\$4.8 million).



Regarding Budget and Fiscal matters, Executive Director Edson stated the agenda item for the Quarterly Report for Governmental Services Uses through December 31, 2024, would be presented before the Board. Executive Director Edson further stated that from the date of the last Board report, LA-RICS utilized an additional one hundred twenty-seven thousand, nine hundred forty-eight dollars (\$127,948) in funds for the specific use of the following services: twenty-seven thousand, eight hundred dollars (\$27,800) for fuel, ninety-five thousand, five hundred ninety-eight dollars (\$95,598) for generator rentals and maintenance services and four thousand, five hundred fifty dollars (\$4,550) for pest control services.

Executive Director Edson shared the Statements of Receipts and Disbursements for the AT&T Business Agreement Fund for Public Safety Broadband Network would be presented to the Board, and since the last report, LA-RICS has not used any funds and continue to earn interest. Executive Director Edson said LA-RICS will continue to report on this quarterly.

Executive Director Edson expressed that while LA-RICS waits for the County to provide feedback on the tiered rate subscription model for County users only, and in accordance with the Board's Adopted Budget, in an effort to mitigate projected funding shortfalls, he is working with the County Legislative Affairs section to explore the potential for federal funding carve-out to offset operations and maintenance costs while subscribers come on the network. Executive Director Edson further expressed the goal will continue to be maintaining a competitive and affordable subscription rate for small agencies while expanding interoperable communications in the region.

Regarding Contracts, Executive Director Edson reported members of the Contracts team attended several Procurement Under Grants trainings offered by FEMA, covering topics such as emergency and exigency, common mistakes, beyond the basics, and navigating compliance; the last of the training series will be on March 12, 2025.

Executive Director Edson stated that Agenda Item J would be presented to the Board, requesting the Board's approval of a Hold Harmless Agreement template to be used for agencies that are interested in testing the LA-RICS network by utilizing their own devices. Executive Director Edson further stated that as the LA-RICS team works to onboard agencies onto the LA-RICS system, there are certain agencies interested in testing the network by utilizing their own user devices, and this agreement template will allow them to do so.



Executive Director Edson reported Agenda item K requests the Boards' approval for a Tower Demolition agreement with Jitney Company, Incorporated for approximately thirty-two thousand dollars (\$32,000) for demolition of the last of three (3) towers that needs to be removed upon successful completion of the replacement tower.

Fire Chief Michael Alegria from the Los Angeles Area Fire Chief's Association (LAAFCA) stated the channel outage at the City of Avalon was not mentioned. Technical Lead Ted Pao reported that a link outage from site Dakin Peak (DPK) in Catalina Island was immediately remediated by moving users to a different channel to communicate. Executive Director Edson expressed LA-RICS was aware of this outage, and MSI attempted to fix the link and ended up replacing equipment. Fire Chief Alegria further stated the link outage was due to faulty repeater hardware and power supply which resulted in the communications channel failure during the weekend following the fires. Executive Director Edson further expressed LA-RICS provided users an alternate channel immediately after the outage, and Fire Chief Alegria confirmed this.

Board Member Wiese asked if the County Sheriff's Department (LASD) lost connectivity as well. Technical Lead Pao stated they did not lose connectivity, and the link failure happened at one base station at site DPK. Technical Lead Pao said it was on the conventional analog and that on the trunked system users would never know it happened.

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

**C. Joint Operations and Technical Committee Chair's Report – Lt. Robert Weber**

Operations Lead Lt. Robert Weber greeted the Board and presented the Joint Operations and Technical Committee's Chair Report. Operations Lead Lt. Weber reported that on February 18, 2025, at approximately 1:30 p.m., he chaired the Joint Operations and Technical Committee's meeting; the meeting was called to order; meeting minutes were approved; there was no public comment and no items in the consent calendar. Operations Lead Lt. Weber further reported that he and Technical Lead Pao provided a regional interoperability report which included the status of the LA-RICS' system. In the report, Operations Lead Weber mentioned LA-RICS is pressing forward with all agencies and specifically highlighted some of the topics Executive Director Edson mentioned, which is programming the regional channels for the Inter-RF Subsystem Interface (ISSI), shared ID efforts, and preparing for upcoming ISSI connections.



Operations Lead Weber stated during the Committee meeting Technical Lead Pao reported on the LA-RICS system's operational status and mentioned the Board would receive a similar report in this meeting.

This concluded the report on Agenda Item C by Lt. Robert Weber. There was no further discussion.

**D. Finance Committee Chair's Report – None**

**VII. DISCUSSION ITEMS (E – H)**

There were no discussion items on the Special Meeting Agenda. The Chair proceeded with the discussion items on the Regular Meeting Agenda.

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

Technical Lead Pao greeted the Board and reported that in February 2025, with the region experiencing milder weather, LA-RICS primarily focused on preventative maintenance across the network's infrastructure; this maintenance work will continue until every component has been thoroughly checked.

Technical Lead Pao shared Enclosure 1, which is a table of the statistical breakdown of preventative maintenance activities, specifically, radio frequency, generator, fire protection services, heating, venting, air conditioner, and direct current power systems, that are complete and have yet to be completed at the LMR sites. Technical Lead Pao further shared, regarding generator preventative maintenance work, that almost all sites are complete except for site Frost Peak (FRP) as access is closed due to Mountain High Resort's snow season.

Technical Lead Pao reported that on February 26, 2024, the utility power at the Saddle Peak radio site (MCI) was finally restored after running on generator power for twelve hundred (1,200) hours, starting from January 7, 2025, which is when the windstorm arrived. Technical Lead Pao mentioned this site is crucial for LA-RICS first responder subscribers, as it serves the Santa Monica Mountain region, which was severely affected by the Palisades Fire.

Technical Lead Pao stated that unfortunately, LA-RICS faced another long-term power outage in February at the Sunset Ridge site (ESR) which is located north of the City of La Verne and the City of Claremont. Technical Lead Pao shared Enclosure 2, which is an image of a damaged neighboring tower on the site, and he expressed this issue resulted from the windstorm on January 7, 2025. Technical





Lead Pao further expressed subsequent windy conditions likely caused the top section of that tower to collapse. Technical Lead Pao went on to say because of this damage, LA-RICS' maintenance technician could not access the site due to safety concerns regarding the tower's fall zone. Technical Lead Pao stated a power outage began on February 5, 2025, activating LA-RICS' generator.

Technical Lead Pao shared that LA-RICS reached out to their contact at Estrella Media, Incorporated since they manage the Southern California Edison (SCE) meter, and after some troubleshooting, SCE suspects the problem lies in the underground vault below the damaged tower. Technical Lead Pao further shared SCE is delaying any intervention until it is safe to work under the tower. Technical Lead Pao went on to say the neighboring site owner hired a crane crew to remove the damaged tower section, but there are concerns about whether the access road to Sunset Ridge can accommodate the crane without repairs. Technical Lead Pao said for these repairs, the site owner needs to obtain a permit from the United States Forest Service, and until utility power is restored, the site will continue to operate on generator power.

Board Member Wiese asked if any of the systems were affected by the tower breakage at site ESR. Technical Lead Pao said the power outage did NOT impact the LA-RICS system as the site was operating on generator power

Technical Lead Pao reported generator fuel deliveries to four (4) sites are complete; he shared Enclosure 3 which is a graph of fuel level percentages for various sites. Technical Lead Pao further reported, as of the previous day, site ESR had an estimated fifty-three percent (53%) of its fuel remaining and based on LA-RICS' average fuel consumption rate, there are roughly fifty (50) days of runtime left for the generator.

Technical Lead Pao shared that refueling is scheduled, however, obtaining access takes time, and thankfully LA-RICS' fuel consumption rates are much lower than what the generator is designed to hold. Technical Lead Pao highlighted the fuel at site ESR would last another fifty (50) days, and thirty (30) days have passed. Technical Lead Pao mentioned a similar event occurred at site FRP during the previous year's wildfire. Technical Lead Pao further mentioned based on calculations, there were an estimated eighty (80) days of fuel in the tanks and LA-RICS was at a good place fuel-wise.

In conclusion, Technical Lead Pao shared Enclosure 4, which is February's operational statistics and expressed that as expected, that February's system usage was lower than January.



Board Member Luke asked if LA-RICS or ISD is purchasing fuel for the LA-RICS generators. Technical Lead Pao responded County ISD purchases fuel for LA-RICS, and LA-RICS reimburses County ISD. Board Member Luke stated that regarding reimbursements, LA-RICS should look at receipts for the fuel used during the wildfire, since those may be reimbursable costs. Technical Lead Pao and Executive Director Edson confirmed LA-RICS was working on this with FEMA.

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

**F. Outreach Update – Lieutenant Robert Weber**

Operations Lead Weber greeted Board members and referenced the detailed Outreach Summary document for the month of February 2025 included in the Agenda Packet for review and information.

Operations Lead Weber reported during the month of February, the Authority staff continued with subscriber and affiliate efforts, and the LASD contract subscriber efforts are ongoing. Operations Lead Weber further reported LA-RICS continues contact with members of the Interagency Communications Interoperability (ICI) Authority regarding LA-RICS affiliate radio ID efforts and the programming of the regional Inter-RF Subsystem Interface (ISSI) talk groups. Operations Lead Weber further reported that on February 13, 2025, the Authority staff attended the ICI Technical and Operations Committee meeting where emergency communications efforts during the recent wildfires were discussed. Operations Lead Weber went on to say that although the LA-RICS system provided a solid communications platform, there is still a lot of work to be done regarding interoperability. Operations Lead Weber highlighted the fact that there are still many ICI agencies that have not programmed the regional interoperability talk groups into their radios, and the fires are a good example of why these efforts are extremely important.

Operations Lead Weber shared the Authority staff is working on additional efforts, which includes the letters sent to the Police Chiefs that Executive Director Edson mentioned in his report, to reach out to all agencies that are still pending programming the regional talk groups and mutual aid channels. Operations Lead Weber stated that he will provide a report on this in the next meeting.

Operations Lead Weber further stated the Authority staff is working closely with the LASD Communications and Fleet Management Bureau (CFMB) regarding emergency communications and regional interoperability; the computer aided dispatch project is also being worked on with CFMB. Operations Lead Weber went





on to say that on February 25, 2025, the Authority staff attended an online meeting with the Cybersecurity and Infrastructure Security Agency (CISA) World Cup Emergency Planning Communications Group; the meeting was productive, and the Authority staff will continue to work with the group to plan for the World Cup and other major planned events.

Operations Lead Weber reported the Authority staff continues coordination efforts with the City of Palos Verdes Police Department, City of Claremont, University of California, Los Angeles, and several other agencies to ensure that their needs are met; LA-RICS continues to keep in close contact with state and federal partners to ensure interoperability during major events and to collaborate on regional safety communications.

Board Member Nigg asked if there was an increased interest from other agencies in joining LA-RICS after experiencing the communications issues that resulted from the wildfires. Operations Lead Weber responded there was. Operations Lead Weber expressed that as the letters to the Police Chiefs are being sent, LA-RICS will reach out to them and provide programming assistance where needed. Operations Lead Weber further expressed the information and request for programming assistance has been extended for some time, and LA-RICS will continue to try to push forward with interoperability. Operations Lead Weber went on to say the LA-RICS system performed successfully during the fires, and there was just enough equipment programmed that ICI system was able to patch in first responders to the regional channels. Operations Lead Weber mentioned this assisted in communication efforts, and the region would fare better if all agencies had the regional channels. Operations Lead Weber said he remains cautiously optimistic.

Board Member Wiese stated that, in his opinion, many departments contract out their programming work; they do not have an in-house programmer. Board Member Wiese mentioned that using a contractor involves a process, which takes longer than having an in-house programmer, therefore, some of the departments may not be making programming a priority. Board Member Wiese further stated that many departments do not have over the air radio management, and if a department uses a contractor, departments not only have to pay for the cost of upgrading a code plug, but also paying the contractor to be in the station and physically program the radios as they come in from patrol.

Board Member Nigg asked Board Member Wiese if there was an opportunity to help with these costs. Board Member Wiese said he thinks a mobile programming team that schedules visits to departments to program their radios will help. Board



Member Wiese stated another idea that may help is to have a mobile programming team show up at major emergency events and program their radios during the check-in process.

Operations Lead Weber expressed his appreciation of support on this effort and shared that LA-RICS asked the UASI Approval Authority for funding to assist agencies in programming radios as this is an interoperability impediment; there are some other complicated issues to address such as encryption. Board Member Wiese shared that he has one mobile radio programmer, and he offered programming assistance for free to other agencies, and these agencies accepted his offer. Board Member Nigg mentioned to Operations Lead Weber this is a good conversation to have as he is doing his outreach.

Operations Lead Weber shared the request for funding from the UASI Approval Authority was for LA-RICS to retain a programming resource to assist these agencies that may not have the resource and show interoperability results and then ask for funding to reimburse these costs. Operations Lead Weber further shared this would be something LA-RICS must continue to push for emergencies, especially with the upcoming large events in the region. Operations Lead Weber mentioned the need for interoperability is highlighted because of the wildfires, and many things could have been done better regarding communications; the LA-RICS system fared well.

Board Member Nigg stated if agencies participate in these events, their radios will be programmed. Board Member Wiese mentioned large regional events are coming up, and LA-RICS may be able to use programming resources as the Olympics near and there are "boots on the ground". Board Member Wiese further mentioned LA-RICS may be able to convince the Olympics committee to create a communications group to program radios as part of event preparations; this would be funded through the Olympics Committee. Board Member Wiese expressed his shock and frustration that the City of Los Angeles Police Department (LAPD) decided to use FirstNet Push-to-Talk (PTT) during the wildfires and not ask LA-RICS for assistance. Board Member Wiese went on to say that he and Board Member Ric Walczak must keep pushing the police departments, as he is confident these departments need radio upgrades regarding encryption and code plugs.

Board Member Walczak expressed that programming is not only done once; it is a process that must be done on a regular basis. Board Member Walczak mentioned that departments will purchase five (5) or six (6) new radios a year from the State Homeland Security Grant Program (SHSGP) which need to be programmed. Board Member Wiese mentioned the challenge is to not have a radio programmer in the



department and that it would be beneficial to have an in-house programmer who can do basic programming and write a code plug from scratch.

Board Member Nigg expressed a mobile programming team is a great concept, for onboarding or continual maintenance as it relates to the upcoming large events. Board Member Nigg asked if LA-RICS would be involved in the logistical planning of these events and if a mobile programming team will be needed. Operations Lead Weber said he thinks there is a need for a mobile programming team; the issue is where those resources should come from. Operations Lead Weber shared LA-RICS is in discussions with CISA who is coordinating communications for these events, and it is still in the early stages.

Executive Director Edson stated that LA-RICS plans to be actively involved in the communication plans for the upcoming events and have staff readily available. Executive Director Edson further stated LA-RICS requested funding for a mobile programming team from the UASI Authority, and the request was denied. Executive Director Edson mentioned that in the letters that were sent to the Police Chiefs, there is a request for them to inform LA-RICS if funding is preventing them from being interoperable and, if so, LA-RICS will bring this issue back to the UASI Authority.

Board Member Wiese expressed this is an issue that affects both police and fire first responders. Board Member Wiese further expressed both agencies need their radios programmed, and this is not expensive, as all programming costs fall within the signing guidelines of a Police or Fire Chief. Board Member Wiese went on to say the issue is that programming is not being made a priority. Board Member Wiese said the City of Sierra Madre and the City of Monrovia programmed their radios due to the wildfires. Board Member Wiese mentioned that Board Member Walczak will provide a report at the monthly Los Angeles County Police Chief's Associations (LACPCA) meeting, and he is confident that programming will also be a topic for discussion at the next LAAFCA meeting.

Board Member Nigg mentioned the wildfires are a catalyst to many of these conversations, but in the previous LAAFCA meeting, the fires were surprisingly not discussed. Board Member Nigg further mentioned that there is an upcoming LAAFCA meeting in Lake Arrowhead, and he expects there will be much discussion about the wildfires. Board Member Nigg hopes that everyone will work together and have productive conversations so the region can move forward with interoperability.



Board Member Wiese and Operations Lead Weber emphasized the need for programming radios as they are used daily by first responders. Operations Lead Weber expressed his appreciation of support and said if enough people use the regional channels, then testing and training can be set up, and it would be helpful if LASD trained with other agencies that will be part of emergencies and major events.

Board Member Wiese mentioned, some of the Los Angeles impact teams, such as the regional task force team for crime suppression, switch to Motorola's WAVE PTT radios when they are using channels outside of the system they normally use. Board Member Wiese further mentioned the regional task force team for crime suppression was operating in the City of San Bernardino and the City of Riverside and was unable to communicate on the system they were using; as a result, they purchased WAVE handheld radios and subscriptions. Board Member Wiese went on to say this was the only way they can communicate.

Operations Lead Weber stated that Motorola's WAVE PTT may be a great system, but it does not meet the needs of LA-RICS.

Board Member Wiese expressed his appreciation for Operations Lead Weber's outreach efforts and to not get discouraged as there is a shared goal. Board Member Wiese further expressed the letters that Executive Director Edson sent has stimulated conversation, which is a positive sign, as there is more attention to the need for radio programming. Operations Lead Weber mentioned that LA-RICS is ready to assist and will follow-up with these agencies.

There was no further discussion.

#### **G. QUARTERLY REPORT GOVERNMENTAL SERVICES USES**

Executive Director Edson presented the Quarterly Report on Governmental Service Uses under Agenda Item G. Executive Director Edson reported LA-RICS utilized an additional one hundred twenty-seven thousand, nine hundred forty-eight dollars (\$127,948) in funds for the purchasing of fuel for generators, generator rentals, generator maintenance and testing. Executive Director Edson further reported Agenda Item G indicates the original Not-to-Exceed amount for governmental services is eight hundred eighty-two thousand dollars (\$882,000); the year-to-date expenditures is five hundred seventy-four thousand, four hundred and thirty-six dollars (\$574, 436); the remaining balance is three hundred seven thousand, five hundred and sixty-four dollars (\$307, 564).



This concluded the update on Agenda Item G. Executive Director Edson asked if there were any questions to which there were none.

**H. STATEMENT OF RECEIPTS AND DISBURSEMENTS FOR AT&T BUSINESS AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK**

Executive Director Edson presented the Statement of Receipts and Disbursements for the AT&T Business Agreement Fund for Public Safety Broadband Network under Agenda Item H. Executive Director Edson shared this statement came from the original Business Agreement with AT&T when they took over as the federal contractor for FirstNet. Executive Director Edson further shared there are no expenditures from the account; and the last three (3) months ending with a balance of three hundred fifty-four thousand, four hundred eighty dollars and fifteen cents (\$354,480.15).

This concluded the update on Agenda Item H. Executive Director Edson asked if there were any questions to which there were none.

**VIII. ADMINISTRATIVE MATTERS (A) FROM THE SPECIAL MEETING AGENDA**

**A. APPROVE EXECUTION OF DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES ALLOWING FOR GRANT APPLICATION ON BEHALF OF LA-RICS AUTHORITY**

Executive Director Edson presented Special Agenda Item A, requesting the Board's approval to delegate authority to the Executive Director and / or his designee to serve as the Authorized Agent and execute on behalf of LA-RICS, an application to obtain federal assistance for any existing or future grant program, including those listed in the Designation of Applicant's Agent Resolution Form, which is attached to the Board Letter.

Executive Director Edson stated, as a matter of background, California Governor's Office of Emergency Services (Cal OES), requires the Designation of Applicant's Agent Resolution for Non-State Agencies be executed to apply for federal financial assistance in connection with the federally declared disaster California Wildfires and Straight-line Winds. Executive Director Edson further stated, additionally, by selecting the "universal resolution" option on the second page of the Designation Resolution form, this authorization can be utilized for existing and future grant programs for three (3) years following the date of Board approval.



Executive Director Edson reported that in connection with this Cal OES requirement, LA-RICS requests the Board to:

- Authorize the Executive Director and / or his designee to provide to Cal OES with the required assurances and agreements on all matters pertaining to such state disaster assistance.
- Delegate authority to the Chair of the LA-RICS Board of Directors to execute the Designation of Applicant's Agent Resolution.
- Delegate Authority to the Board Secretary to execute the Certification of the Designation of Applicant's Agent Resolution.

Executive Director Edson stated there is no fiscal impact at this time. Executive Director Edson further stated the Request for Public Assistance (RPA) for costs incurred while responding to or because of the California Wildfires and Straight-line Winds will be submitted by the deadline with subsequent report(s) to the Board once grant funds are awarded.

Board Member Nigg asked if Executive Director Edson has the authority to physically accept a grant or is Board approval for grant acceptance required. Board Member Nigg stated the reason for this question is due to a cost sharing component which the Board would need to approve before the grant is executed. Counsel Moore said this designation is to allow the Executive Director to seek out grant funding and apply for them. Counsel Moore stated the Executive Director would return to the Board, which allows him to start seeking and to find the funds, therefore, yes, for the Executive Director to accept grant funds, he would return to the Board to accept grant funds.

Board Member Luke asked if this funding is for reimbursement costs and not the actual initial purchase costs. Executive Director Edson confirmed this.

This concluded the update on Special Agenda Item A. Alternate Chair Berkuta asked if there were any questions.

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

Ayes (9): Luke, Berkuta, Sum, Tadeo, Browne, Wiese, Walczak, Hurt, Nigg

**MOTION APPROVED.**





**[CONTINUED FROM REGULAR AGENDA VIII. ADMINISTRATIVE MATTERS ITEMS (I – K)]**

**VIII. ADMINISTRATIVE MATTERS (I – K) FROM THE REGULAR MEETING AGENDA**

**I. APPROVE AMENDMENT NO. 4 TO AGREEMENT NO. LA-RICS 012 WITH SD EDSON, INC., FOR PROFESSIONAL SERVICES**

Counsel Moore presented Agenda Item I and requested the Board’s approval of Amendment No. 4 to Agreement no. LA-RICS 12 with SD Edson, Inc. for professional services. Counsel Moore reported the agreement did not have an extension and would expire on March 25, 2025. Counsel Moore further reported that upon the Board’s approval of this amendment, it will exercise the current one-year option that exists in the contract and takes the extension to March 25, 2026. Counsel Moore went on to say this amendment also adds an additional one-year option, where if the Board does exercise it in the future; it would take the extension to March 25, 2027. Counsel Moore stated the Executive Director is continuing with his existing rate at one hundred seventeen dollars and forty-two cents (\$117.42) per hour with a total annual Not-to-Exceed amount of two hundred forty-four thousand, two hundred thirty-seven dollars (\$244,237).

Counsel Moore asked for a motion to approve. Board Member Wiese motioned first, seconded by Board Member Walczak.

Ayes (9): Luke, Berkuta, Sum, Tadeo, Browne, Wiese, Walczak, Hurt, and Nigg

**MOTION APPROVED.**

Counsel Moore stated the following: “For the record, the LA-RICS Board has just approved a contract extension and amendment to the Executive Director’s contract under SD Edson, Inc. at the hourly rate of one hundred seventeen dollars and forty-two cents (\$117.42) per hour with a total annual Not-to-Exceed amount of two hundred forty-four thousand, two hundred thirty-seven dollars (\$244,237)”.

**J. APPROVE A HOLD HARMLESS AGREEMENT FOR TEMPORARY USE OF THE LMR SYSTEM**

Executive Director Edson presented Agenda Item J, requesting the Board to delegate authority to the Executive Director to execute Hold Harmless Agreements to allow agencies access to the Land Mobile Radio (LMR) System to test the LMR System (not mission-critical or daily operational usage), on a temporary and gratis



basis, to determine if an agency would like to make full and permanent use of the LMR System as a Subscriber.

Executive Director Edson stated that upon Board approval, the agencies will be able to use:

- Their own and / or loaned approved radios and accessories
- Or other broadband devices capable of Push-to-Talk (PTT) application onto the LMR network

Executive Director Edson further stated temporary access to the LMR System would be granted by way of talk groups for testing purposes only, and upon termination of the Agreement, access to the LMR System would be withdrawn and test radios / devices will be removed from the system. Executive Director Edson went on to say, that at present, there is no fiscal impact with this action.

This concluded the update on Agenda Item J. Executive Director Edson asked if there were any questions to which there were none.

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

Ayes (9): Luke, Berkuta, Sum, Tadeo, Browne, Wiese, Walczak, Hurt, and Nigg

**MOTION APPROVED.**

**K. APPROVE AN AGREEMENT FOR TOWER DEMOLITION AND REMOVAL SERVICES AT SAN PEDRO HILL (SPH)**

Executive Director Edson presented Agenda Item K, requesting the Board's approval for an agreement for tower demolition and removal services for site San Pedro Hill (SPH) and make those certain California Environmental Quality Act (CEQA) findings described in the Board Letter.

Executive Director Edson stated that, in addition, this Agenda Item requests the Board's approval to delegate authority to the Executive Director to execute the agreement for a total contract amount of thirty-two thousand, one hundred sixty-five dollars (\$32,165), which would be funded by the UASI 2023 grant or the California State Budget Act fund of 2022 depending on the date of completion.

Executive Director Edson further stated that, as has been reported to the Board in past actions in accordance with planning / zoning jurisdictional reviews, it is





necessary for equipment such as antennas, microwave dishes, etc. to be migrated from existing towers onto newly built towers at certain sites and demolish the existing towers, which is the case with the SPH site. Executive Director Edson reported that, additionally, removal of the existing tower at the SPH site is a requirement of the Site Access Agreement with the Federal Aviation Administration (FAA) for consenting and agreeing to construction of the new tower.

Executive Director Edson shared the timeline of activities that have taken place for the SPH tower demolition.

- 12/18/24 – Invitation for Bid (IFB) released to the public
- 01/07/25 – Mandatory bidders' conference was held.
- 01/08/25 – Mandatory bidders' site walks took place.
- 02/18/25 – Five (5) bids were received.
- 02/20/25 – Jitney Company, Inc. was identified to be the lowest, responsive, responsible bidder, and all bidders were notified

Executive Director Edson reported the Authority and its subject matter experts reviewed Jitney Company's proposed cost and determined the cost for performing the requested services to be reasonable and in accordance with industry standards. Executive Director Edson further reported that no other bidders submitted any protest of the recommended award to Jitney Company, Inc., and Authority staff recommend entering into an Agreement.

This concluded the update on Agenda Item K. Executive Director Edson asked if there were any questions.

Board Member Nigg asked Executive Director Edson if this was an LA-RICS owned tower. Executive Director Edson stated the LA-RICS LMR facility (consisting of the antenna tower, equipment shelter, generator and fuel tank, etc.) is built next to the FAA's facility with FAA-owned equipment; LA-RICS owns the equipment at the LA-RICS LMR facility; the landowner at the SPH site is the federal government

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

Ayes (9): Luke, Berkuta, Sum, Tadeo, Browne, Wiese, Walczak, Hurt, Nigg

**MOTION APPROVED.**



**IX. MISCELLANEOUS – NONE**

There were no Miscellaneous Items for the Regular Meeting or Special Meeting.

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

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

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

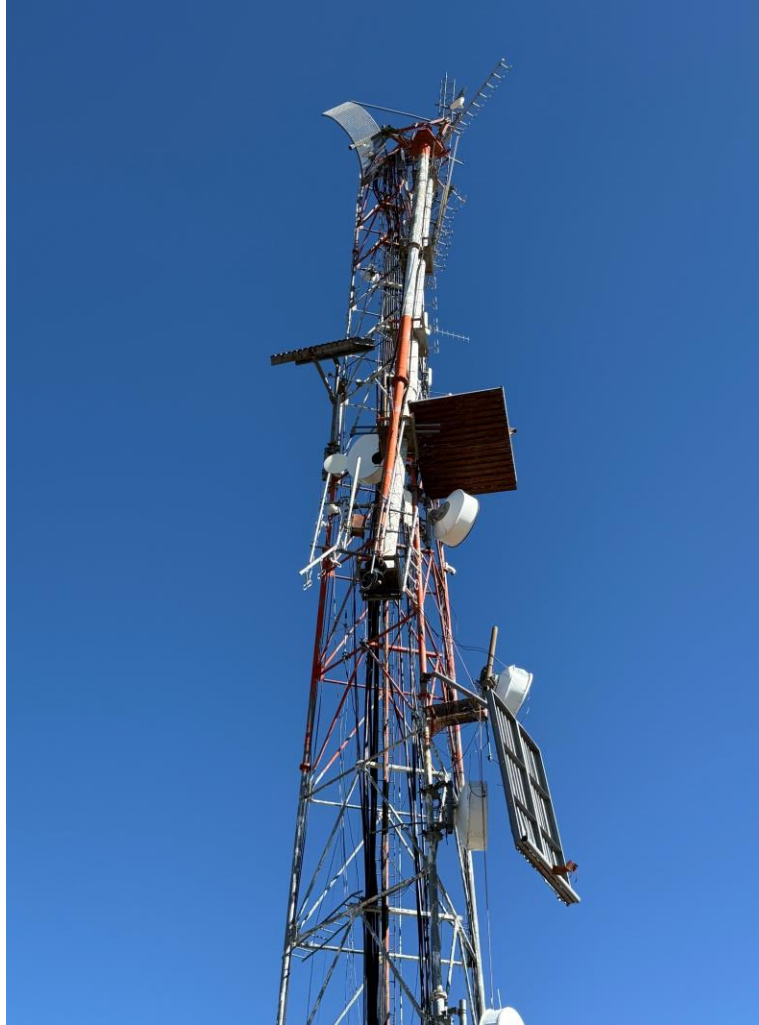
Alternate Board Chair Berkuta adjourned the Regular and Special Board Meetings at 10:29 a.m. and stated the next Regular Board Meeting will be held on Thursday, April 3, 2025, at 9:00 a.m. at the LA-RICS Headquarters.

Alternate Board Chair Berkuta called for a motion to adjourn the Regular and Special Meetings. Alternate Board Member Luke made a motion.

# LMR Maintenance Status

System	Completed	Remaining
RF	14	39
Generator	41	1
FPS	10	49
HVAC	20	32
DC Power	0	58

# Broken Tower at Sunset Ridge

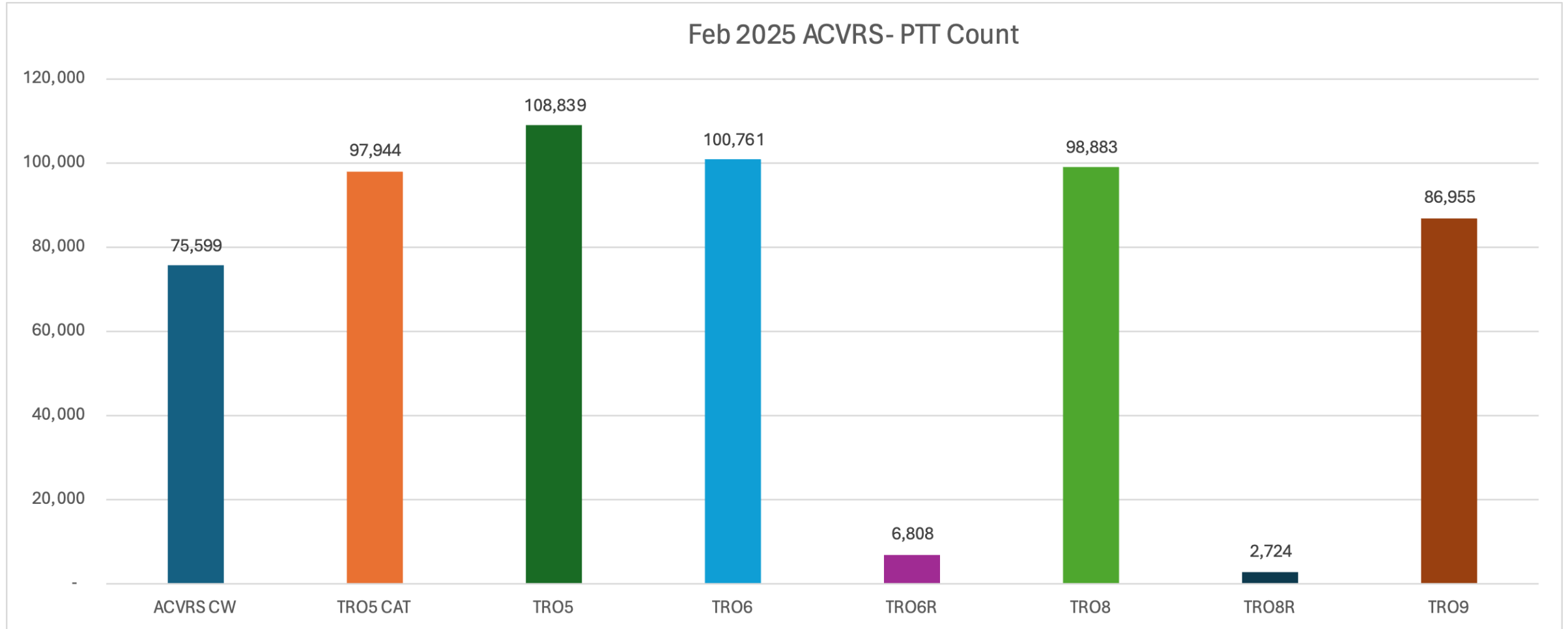




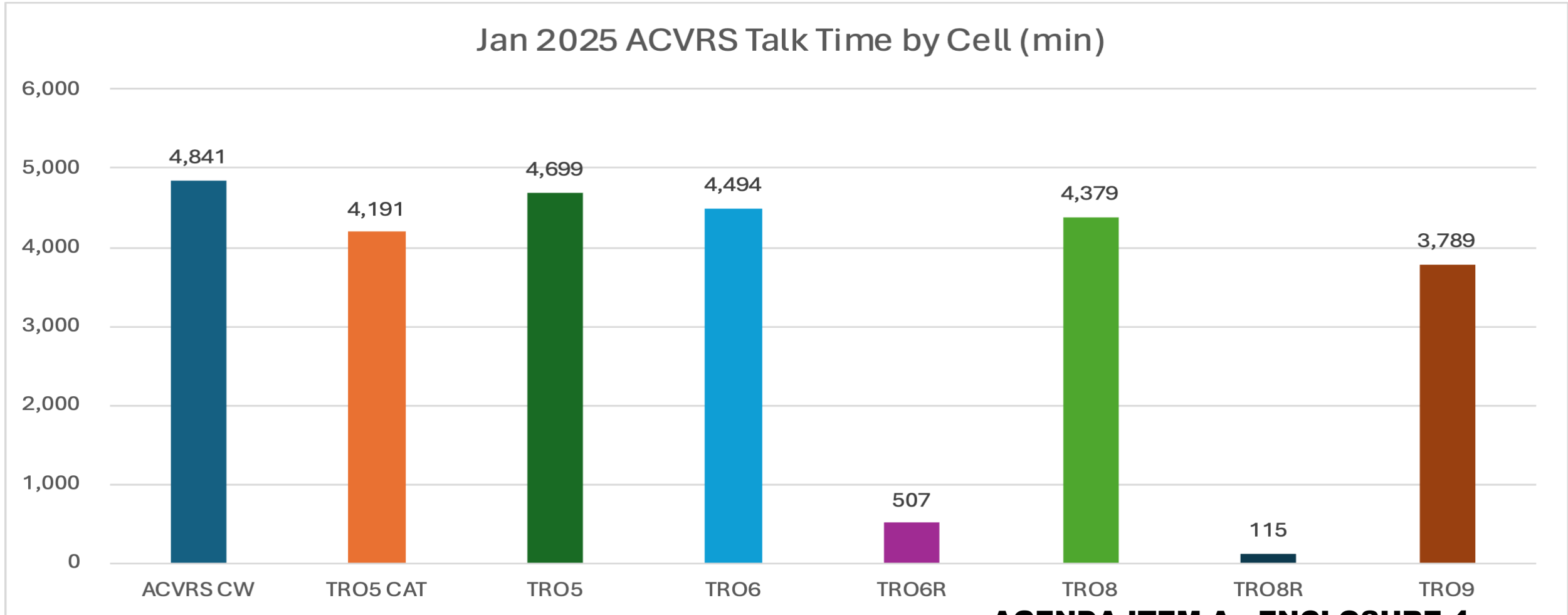
# Fuel Tank Level

Analog Group (All Fuel Tank Levels)									
Edit Group	Edit Analog	Delete Analog	Analog Trending	Toggle Alignment					
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87.5% TANK=7~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 DPW38 Omntec Fuel Level Percentage (1005.193.20)	53.93% TANK=7~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 ESR Fuel Level Percentage (1021.269.20)	89.18% TANK=14~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 GMT Omntec Fuel Level Percentage (1006.229.20)	63.72% TANK=14~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 HPK Omntec Fuel Level Percentage (1012.198.20)	84.56% TANK=7~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 INDVT Omntec Fuel Level Percentage (1005.201.20)	79.84% TANK=14~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 JPKC Omntec Fuel Level Percentage (1013.213.20)	85.01% TANK=7~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 LACF072 Omntec Fuel Level Percentage (1021.305.20)	87.99% TANK=7~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 LACFDEL Omntec Fuel Level Percentage (1016.253.20)	77.65% TANK=7~Day MJU: 50 Mnu: 75 Mno: 95 MJO: 99 LASDTEM Omntec Fuel Level Percentage (1013.140.20)	
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# Feb 2025 ACVRS PTTs by Cell



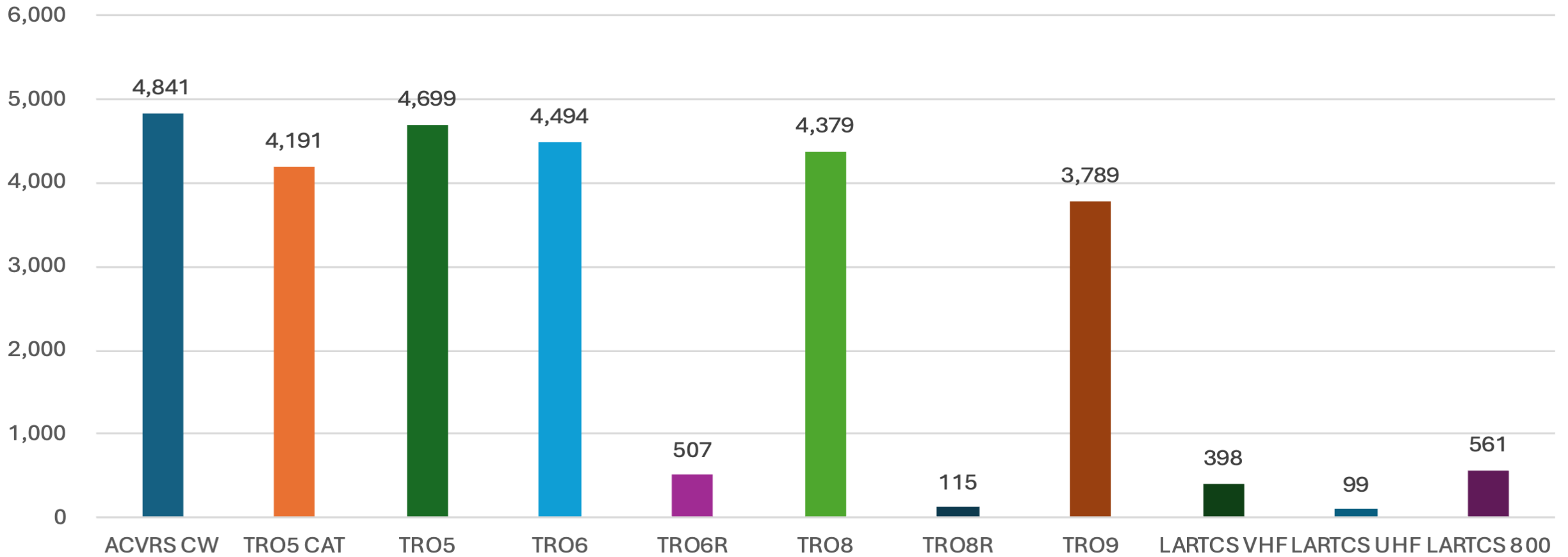
# Feb 2025 ACVRS Talk Time by Cell



**AGENDA ITEM A - ENCLOSURE 4**

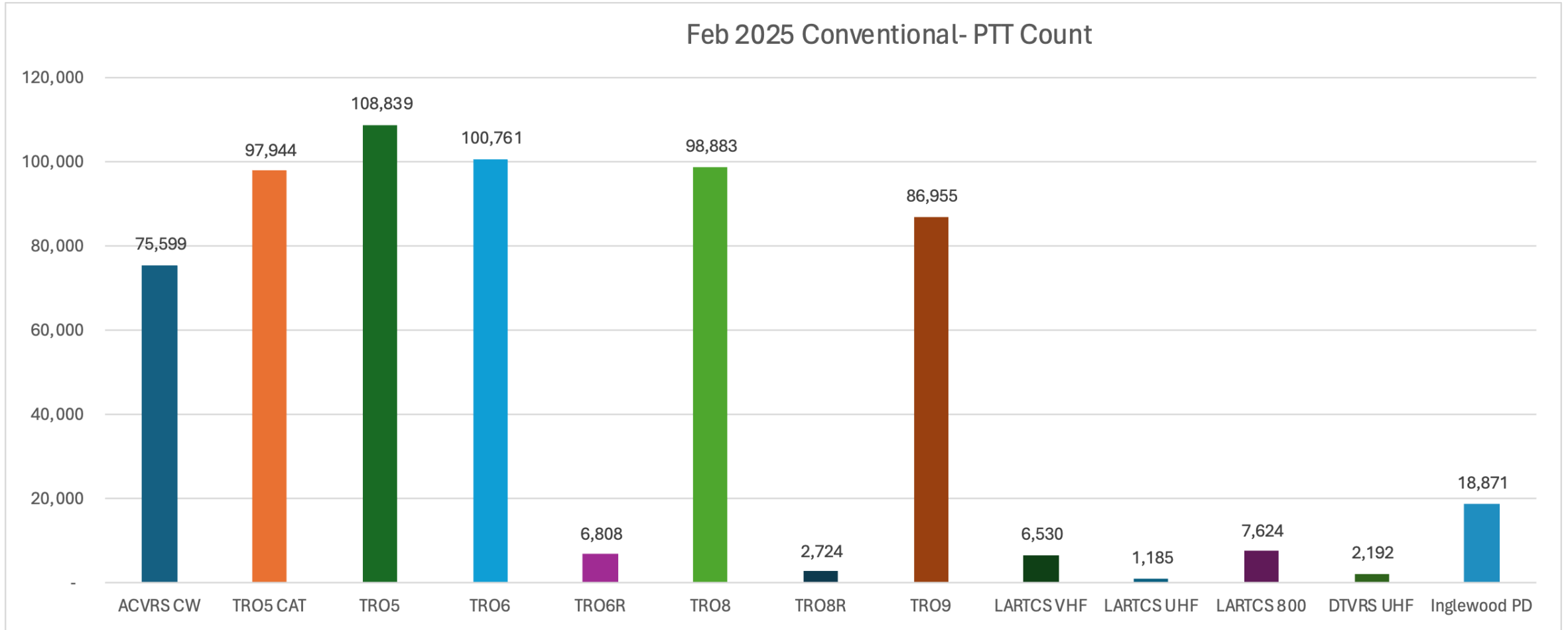
# Feb 2025 Conventional Talk Time by Cell

Feb 2025 Conventional Talk Time by Cell (min)

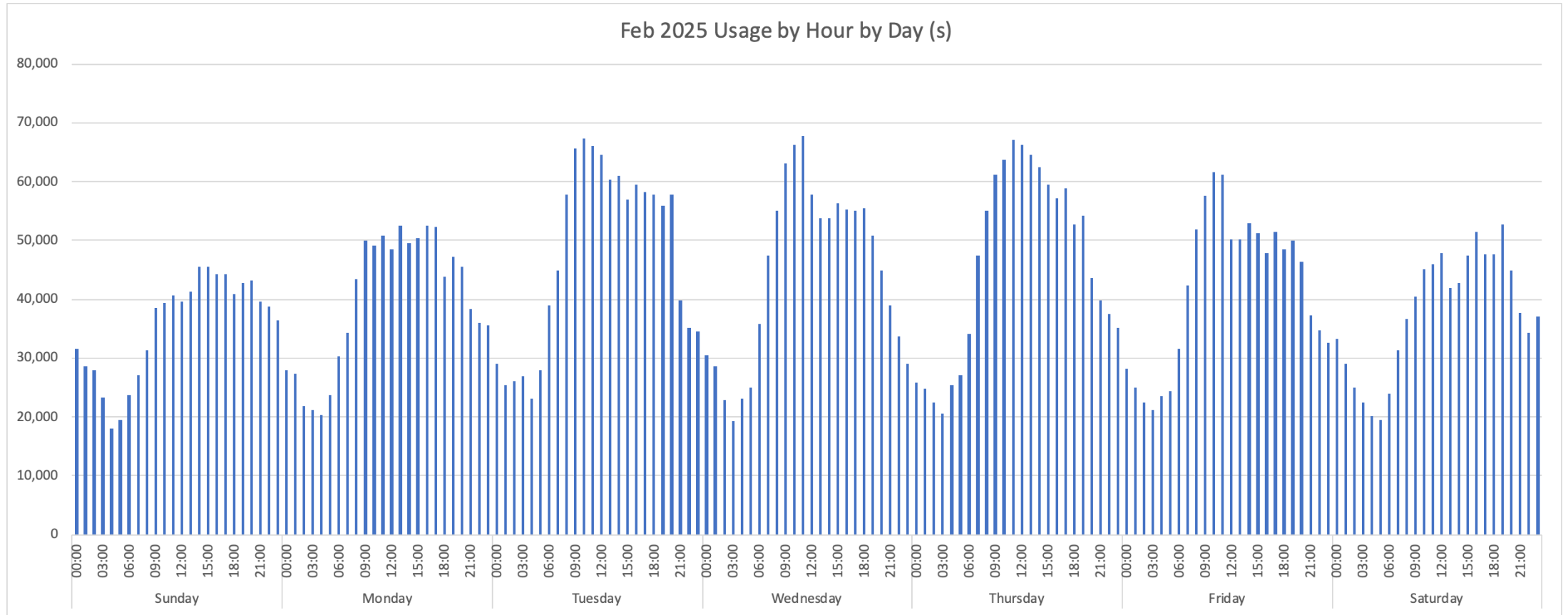




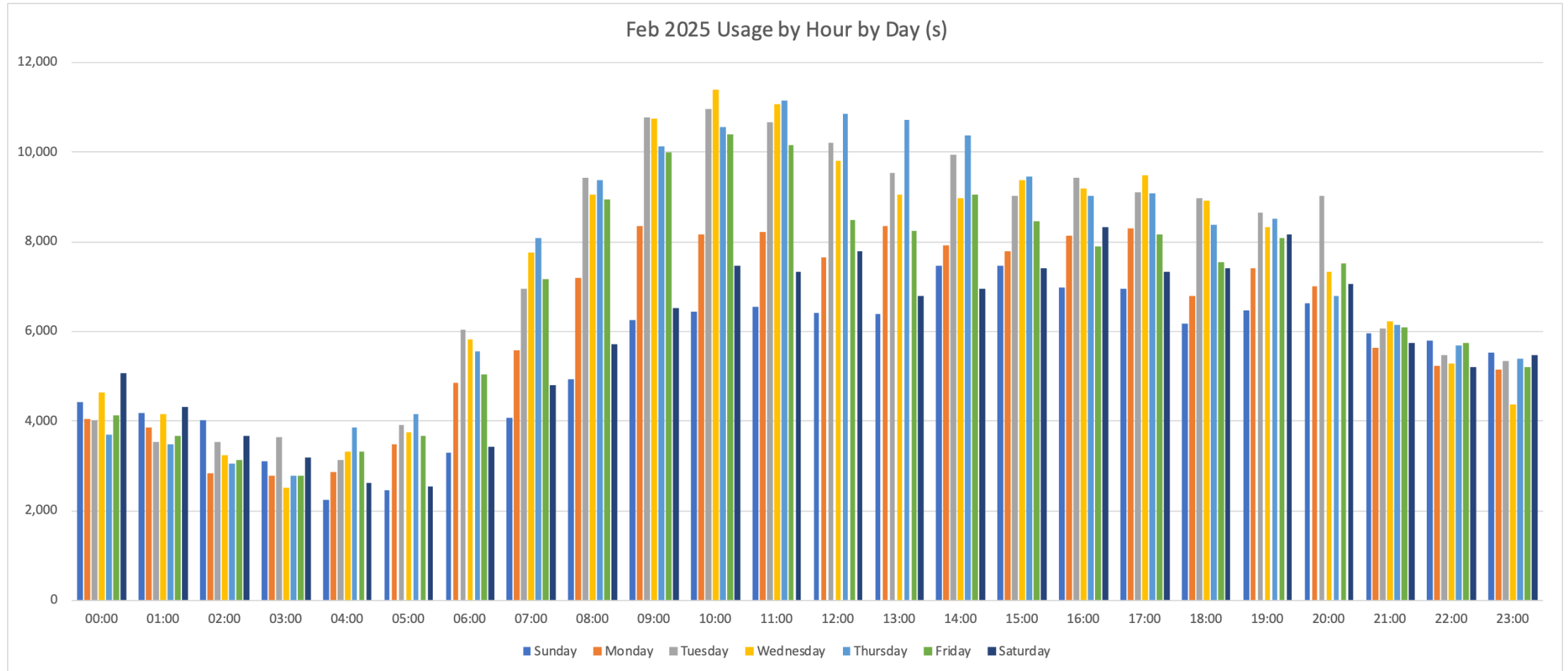
# Feb 2025 Conventional PTTs by Cell



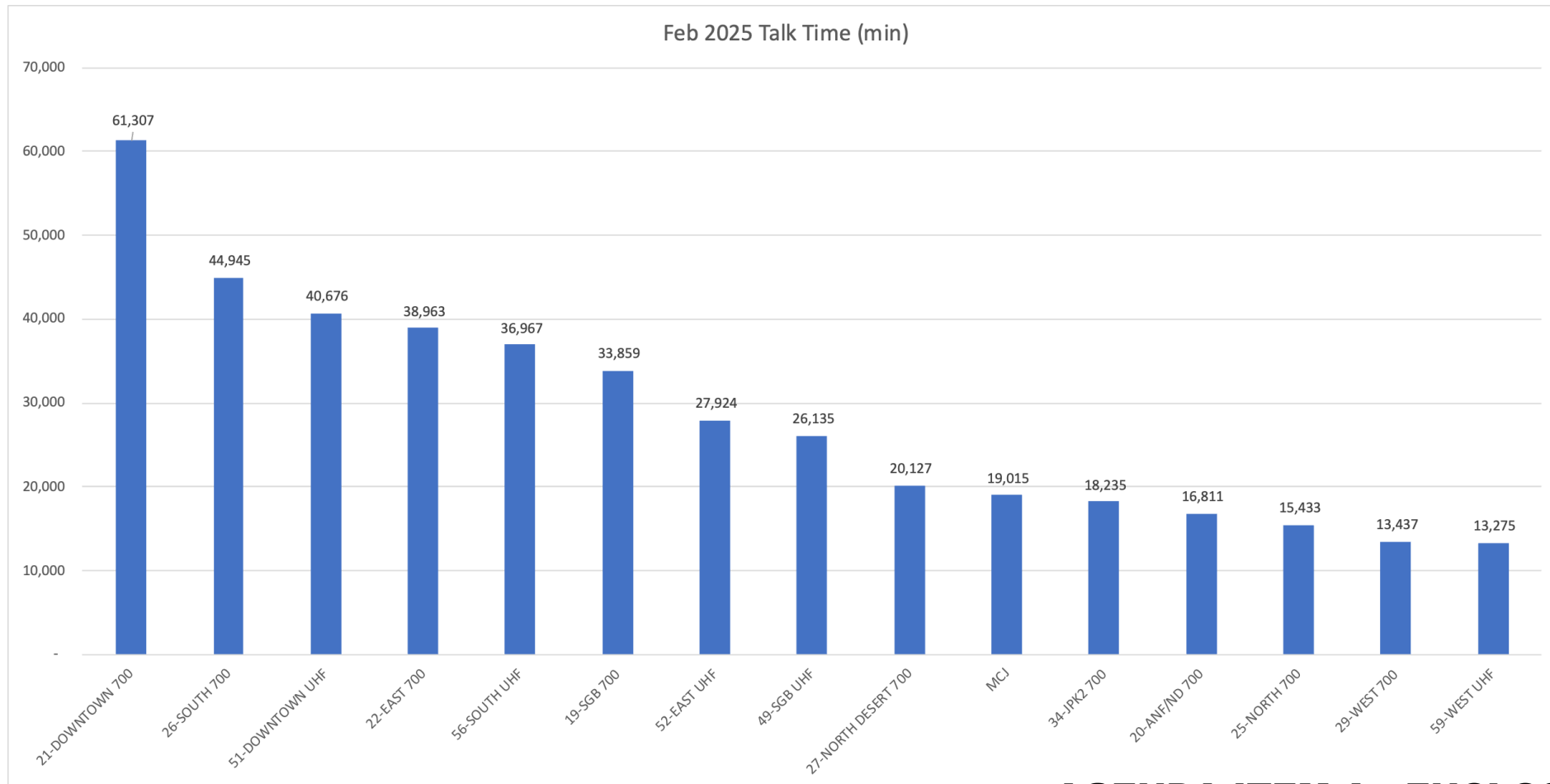
# DTVRS Usage by Hour by Day: Feb 2025



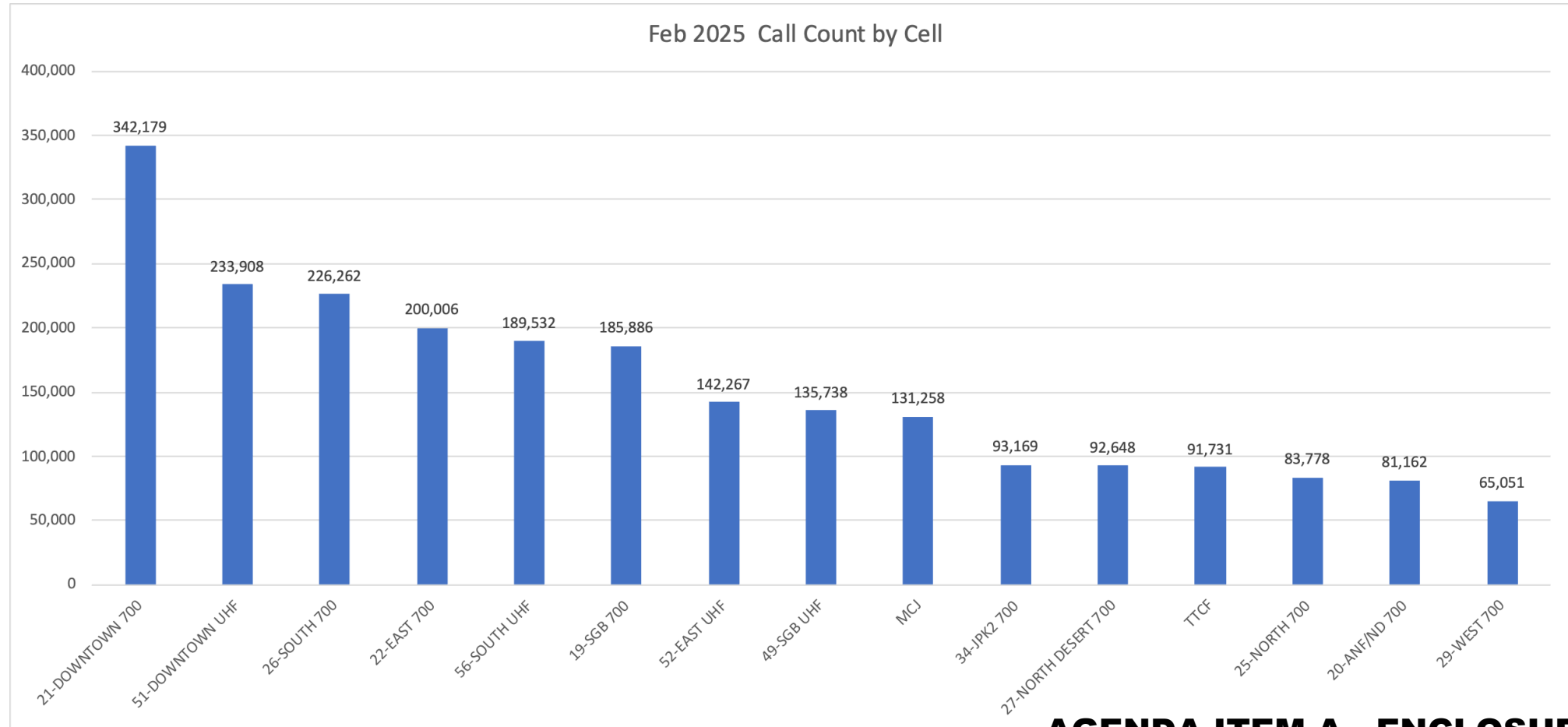
# DTVRS Usage by Hour by Day: Feb 2025



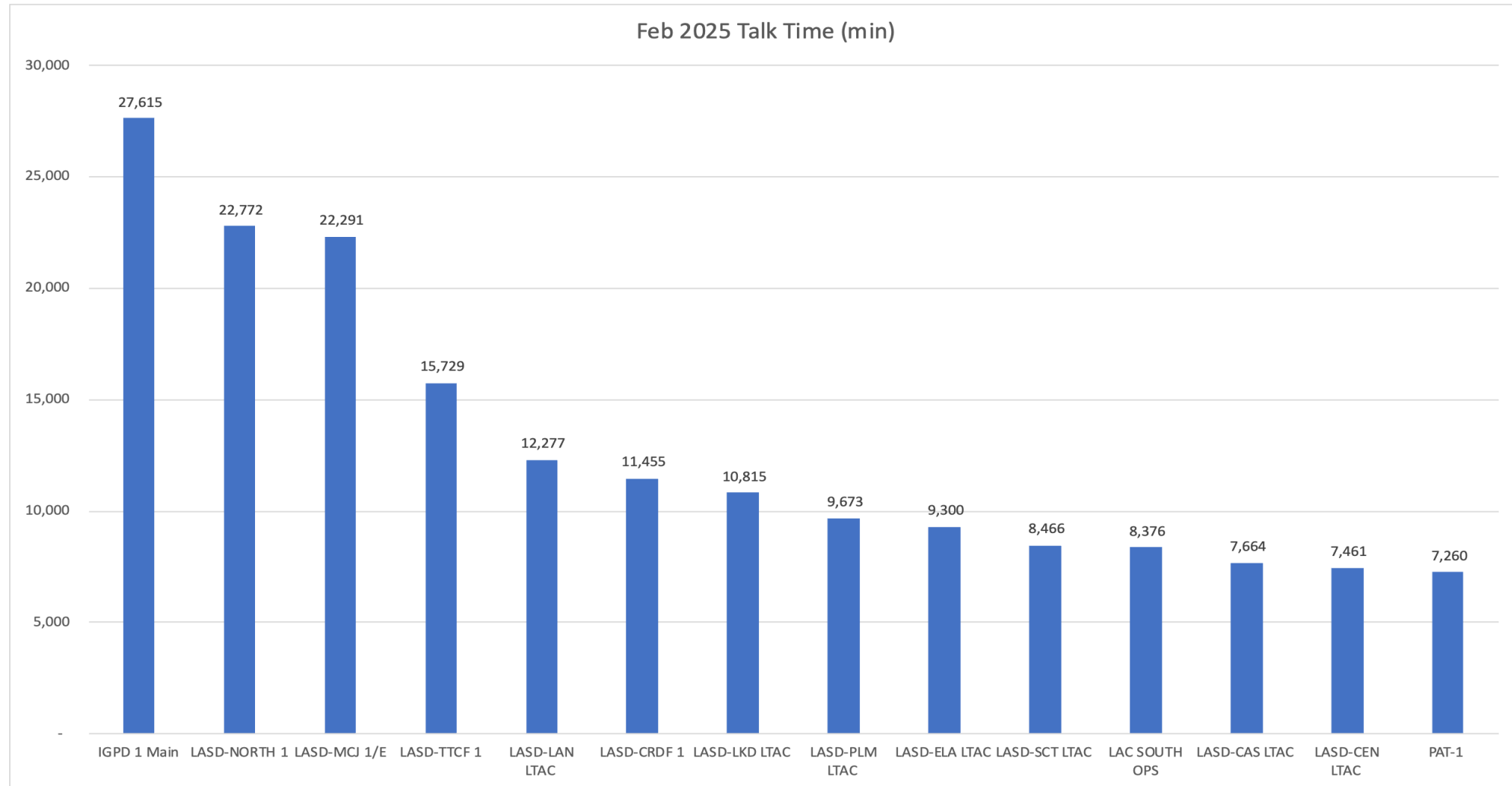
# Top 15 DTVRS Cell Use (Time): Feb 2025



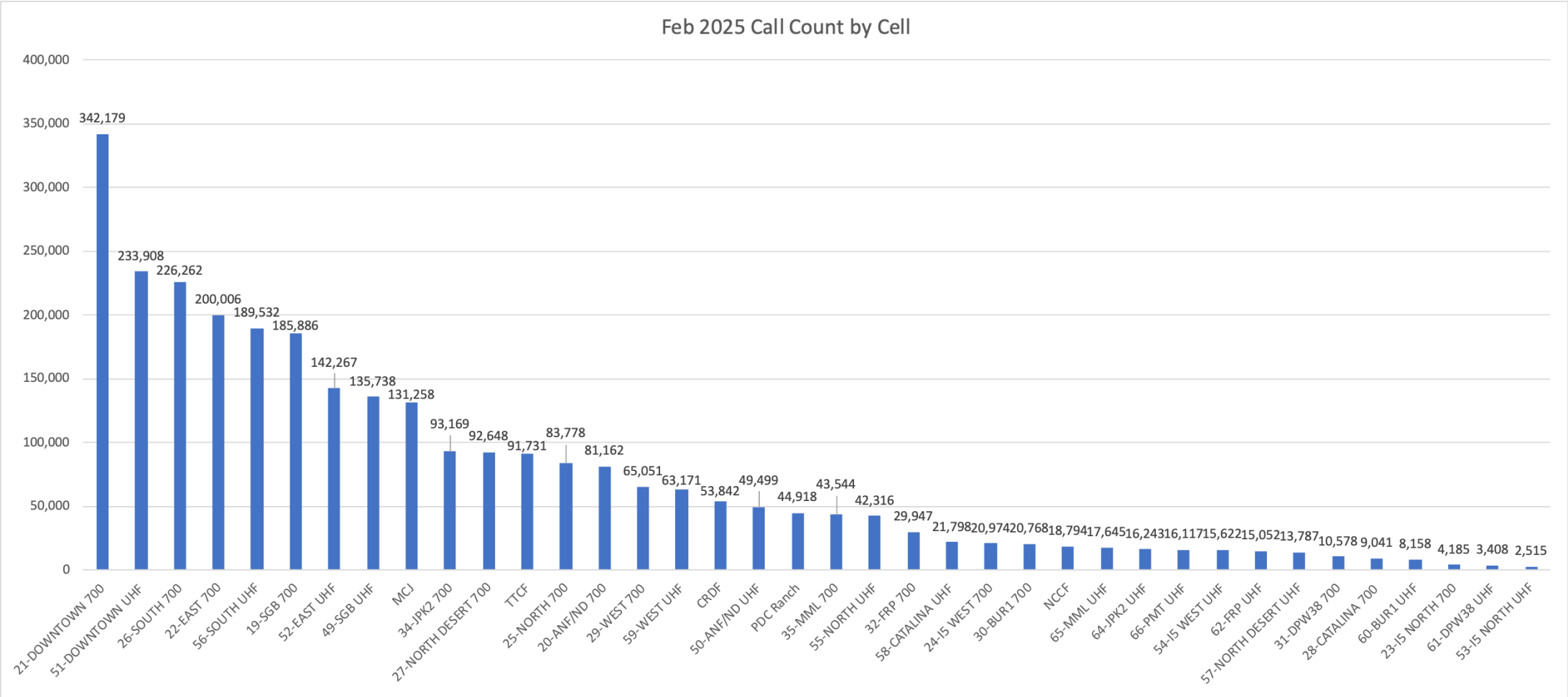
# Top 15 DTVRS Cell Use (Call Count): Feb 2025



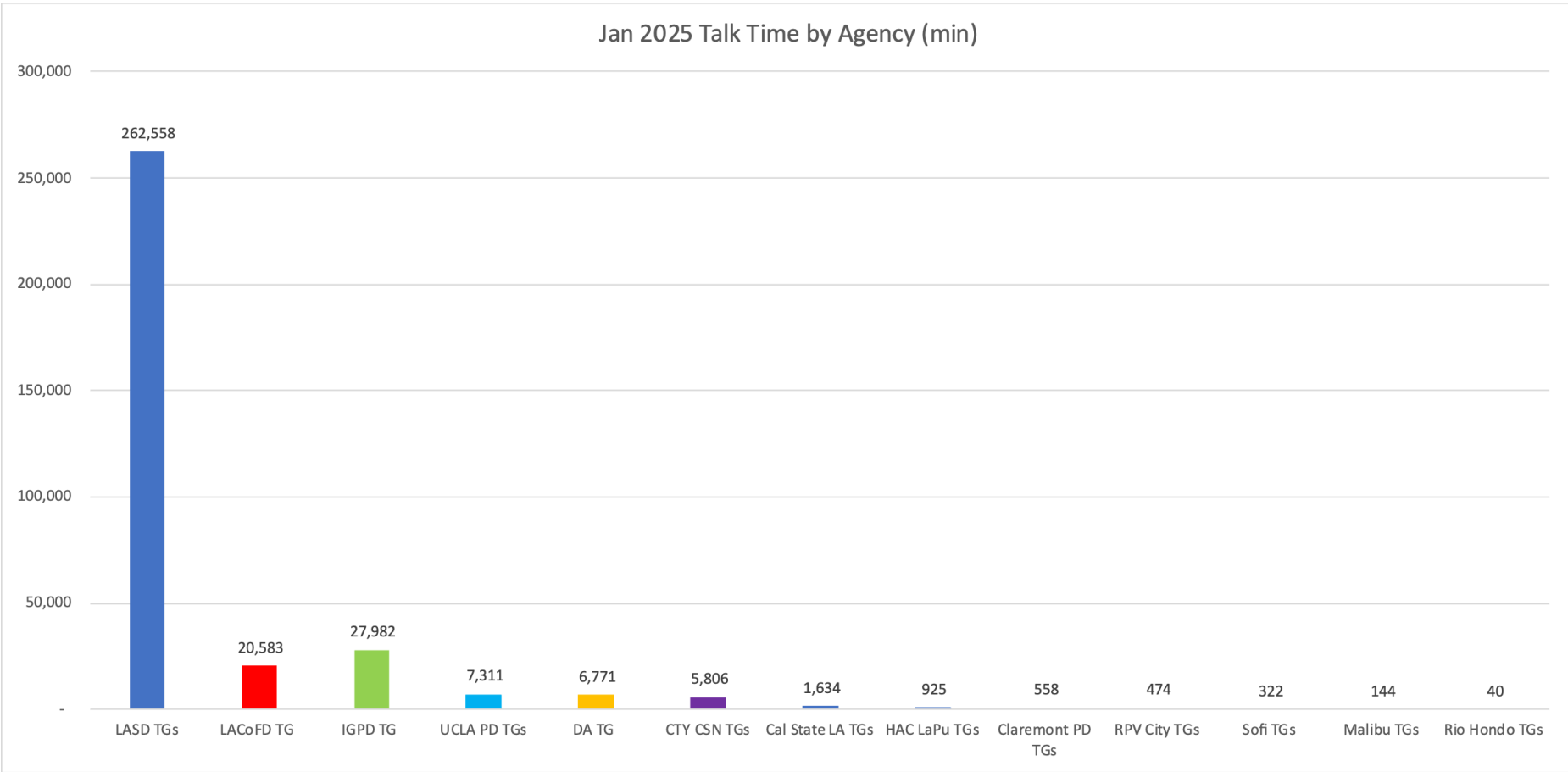
# Top 15 DTVRS Talkgroups: Feb 2025



# Call Count by Cell: Feb 2025



# Feb 2025 – DTVRS Top Agency Use







**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2025

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

Dear Directors:

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS REPORT FOR THE  
FISCAL YEAR ENDING JUNE 30, 2024 – BCA WATSON RICE LLP**

**SUBJECT**

The purpose of this discussion item is to provide your Board with Financial Statements and Independent Auditor's Report for the year ending June 30, 2024.

**RECOMMENDED ACTION**

It is recommended that your Board receive the auditor's report for the year ending June 30, 2024.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a light blue horizontal line.

SCOTT EDSON  
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

**AGENDA ITEM E**

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY**

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**FINANCIAL STATEMENTS  
AND INDEPENDENT AUDITOR'S REPORT**

**For the Year Ended June 30, 2024**



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**AGENDA ITEM E - ENCLOSURE**

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT  
FOR THE YEAR ENDED JUNE 30, 2024**

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**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY  
FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT  
FOR THE YEAR ENDED JUNE 30, 2024**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of the governmental activities of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2024, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the Table of Contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Authority as of June 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-7 and 23-24 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial

statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 13, 2025, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over the financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



Torrance, California  
March 13, 2025



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2024**

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The Management's Discussion and Analysis (MD&A) of the financial activities of the Los Angeles Regional Interoperable Communications System Authority (Authority or LA-RICS) provides a narrative overview of the Authority's financial activities for the fiscal year ended June 30, 2024. Please read it in conjunction with the accompanying basic financial statements, footnotes, and supplementary information.

**Financial Highlights**

- During the current year, the Authority's assets totaled \$221,080,486. Cash and Investments deposited in the County Treasury Pool totaled \$33,321,811.
- Program revenues totaled \$3,198,379 and mainly consisted of federal grants in the amount of \$3,196,722.
- The Authority has a cash operating loan balance totaling \$28,000,000 from the County of Los Angeles (County) for the funding of start-up and operational costs. The loan bears no interest and has no definite repayment schedule.
- As of June 30, 2024, the Authority had \$173,596,162 in Capital Assets consisting of telecommunication equipment under construction valued at \$173,577,126 and office furniture and fixtures at \$19,036.

**Overview of Financial Statements**

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements, which are comprised of the following three components:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

This report also includes other supplementary information in addition to the basic financial statements.

**Government-wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Authority's assets reduced by liabilities, which represent net position. Over time, increases and decreases in net position may serve as an indicator of whether the financial position of the Authority is improving or deteriorating.

The Statement of Activities presents information that indicates how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying events giving rise to the changes occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in these statements for some items that affect cash flows in future periods, i.e., accrued but unpaid contract and professional fees.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2024**

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The government-wide financial statements report the following different types of programs or activities:

Governmental Activities – All of the Authority's programs during fiscal year 2023-2024 are reported under this category.

Business-type Activities – The Authority had no business-type activities during fiscal year 2023-2024.

Fund Financial Statements

The fund financial statements contain information regarding major individual funds. A fund is a fiscal and accounting entity with a balanced set of accounts. The Authority uses separate funds to ensure compliance with fiscal and legal requirements. The Authority's funds are all classified as governmental funds during fiscal year 2023-2024.

Governmental Funds - These funds are used to account for essentially the same services that were previously described as governmental activities above. However, the fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Authority's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Authority's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary schedules in the format of the basic financial statements, showing the activity for each fund.

**Financial Statement Analysis**

During fiscal year 2023-2024, operating revenues decreased by \$19.3 million and operating expenditures increased by \$5.2 million. The overall decrease in operating revenues was caused by the decrease in state revenue by \$18.6 million, federal grant revenue by \$0.9 million, communication services by \$0.3 million and an increase in interest income by \$0.5 million. Capital expenditures for telecommunication equipment increased by \$5.3 million, County department services increased by \$0.4 million and consultants' services expenditures decreased by \$0.6 million.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2024**

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**Capital Assets**

During fiscal year 2023-2024, the Authority continued building the Land Mobile Radio (LMR) System and purchased equipment that will eventually be used to operate and support the LMR System. As of June 30, 2024, the Authority had capital assets in the form of telecommunication equipment under construction valued at \$173,577,126 and furniture and fixtures at \$19,036.

**Debt Administration**

The County provided the Authority a cash operating loan for the funding of start-up and operational costs until a long-term funding plan is adopted by the Authority's members. This loan bears no interest and has no definite repayment schedule. As of June 30, 2024, the Authority's loan payable balance was \$28,000,000, unchanged from June 30, 2023.

**Economic Factors**

The following Authority activity is anticipated for fiscal year 2024-2025 as well as all other grants funding:

**Status of Land Mobile Radio System**

The Land Mobile Radio (LMR) System contract was executed in August 2013 with Motorola Solutions, Inc. (MSI) and work began in September 2013. The Final System Acceptance was successfully completed on November 17, 2023. The Final System Acceptance is an accumulation of various Provisional Subsystem Acceptances and other contractually required deliverables submitted by MSI, concluding that most of the work in Phases one (1) through four (4) of the LMR project has been completed. Subsequently, following Final System Acceptance, the project entered its one-year Warranty period, which concluded on November 17, 2024. In anticipation of successful completion of the Warranty Period, on October 3, 2024, the Board delegated authority to LARICS' Executive Director to enter into a MOU with the County of Los Angeles Internal Services Department (ISD) for facilities maintenance, and ancillary services for the LMR System, which are necessary for the continued operation and maintenance of the LMR System beyond the Warranty Period. The term of the MOU will be for a period of six years. In addition, the Board approved six years of LMR System Maintenance and a System Upgrade Agreement (SUA) with Motorola Solutions, Inc. (MSI) which included exercising the first one-year Option Term for Phase 5 (LMR System Maintenance) and the inclusion of a six year LMR System SUA from November 17, 2024 through November 16, 2025 for the LMR System Maintenance and November 17, 2024 through November 16, 2030 for the LMR System SUA.

The Authority is on track with successful spending of UASI 22 (\$11,688,338), UASI 23 (\$3,311,662), UASI 24 (\$3,400,000), and SHSGP 24 (\$1,120,000), as well as appropriately spending in accordance with approved projects funded by the State Budget Act of 2022 Funds. In addition, during the past year the project successfully closed out the grant spending of SHSGP 22 (\$3,520,000), and SHSGP 23 (\$1,760,000).

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT’S DISCUSSION AND ANALYSIS (UNAUDITED)  
For the Year Ended June 30, 2024**

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**Economic Factors (Continued)**

The Approval Authority (AA) voted to allocate \$1,000,000 in UASI 25 for LA-RICS Operations and Maintenance (O&M), not adhering to the written commitment made to CalOES / FEMA to provide an equal percentage of grant funding for annual operations and maintenance expenses once the systems are fully deployed.

During FY 2024-2025 , the State Budget Act of 2022 funds continued to be utilized to pay for certain costs supporting and operating the LMR System, including but not limited to costs relating to capital outlay, optimization and corresponding staff support.

On February 1, 2024, the Board delegated authority to LA-RICS’ Executive Director to enter into User Agreements with agencies interested in using the LMR System as either a Subscriber or Affiliate. The Subscribers who desire to utilize the LMR System for their primary radio communications would pay \$20 per device which includes radios, consoles, consolettes, modems, and other equipment (collectively “Radios”) which began on July 1, 2024. Since July of 2024, there are 21 executed Subscriber agreements, and 8,288 programmed radios.

**Contacting the Authority’s Financial Management**

This financial report is designed to provide our citizens and other interested parties with a general overview of the Authority’s finances and to demonstrate the Authority’s accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the County of Los Angeles, Department of Auditor-Controller, 500 West Temple Street, Room 525, Los Angeles, CA 90012.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF NET POSITION  
June 30, 2024

<b>ASSETS</b>	
Current Assets:	
Cash and investments (Note 3)	\$ 33,321,811
Interest receivable	355,818
Accounts receivable (Note 4)	13,469,803
Prepaid expenses	255,801
Total Current Assets	47,403,233
Noncurrent Assets:	
Right-to-use leased building, net of accumulated amortization	81,091
Capital assets, net of accumulated depreciation:	
Construction in progress (Note 5)	173,596,162
Total Noncurrent Assets	173,677,253
<b>TOTAL ASSETS</b>	<b>221,080,486</b>
 <b>LIABILITIES</b>	
Current Liabilities:	
Accounts payable (Note 6)	1,110,386
Loan payable (Note 7)	28,000,000
Lease liability - due within one year (Note 9)	85,901
Total Current Liabilities	29,196,287
<b>TOTAL LIABILITIES</b>	<b>29,196,287</b>
 <b>DEFERRED INFLOW OF RESOURCES</b>	
Deferred revenue (Note 8)	12,616,454
 <b>NET POSITION</b>	
Net investment in capital assets	173,596,162
Unrestricted	5,671,583
<b>TOTAL NET POSITION</b>	<b>\$ 179,267,745</b>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF ACTIVITIES  
For the Year Ended June 30, 2024

	<u>Expenses</u>	<u>Program Revenues Capital Grants and</u>	<u>Net (Expense) Revenue and Change in Net Position Governmental Activities</u>
<u>Functions/Programs</u>			
Governmental activities -			
Interoperable communications and safety programs	\$ <u>9,699,367</u>	\$ <u>3,198,379</u>	\$ <u>(6,500,988)</u>
Total	\$ <u>9,699,367</u>	\$ <u>3,198,379</u>	\$ <u>(6,500,988)</u>
General revenues:			
Investment income			1,440,483
Others			<u>41,845</u>
Total general revenues			<u>1,482,328</u>
Change in net position			(5,018,660)
Net position, June 30, 2023			<u>184,286,405</u>
Net position, June 30, 2024			\$ <u><u>179,267,745</u></u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**BALANCE SHEET  
June 30, 2024**

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**ASSETS**

Cash and investments (Note 3)	\$ 33,321,811
Interest receivable	355,818
Accounts receivable (Note 4)	13,469,803
Prepaid expense	<u>255,801</u>
 Total Assets	 <u><u>47,403,233</u></u>

**LIABILITIES**

Accounts payable (Note 6)	1,110,386
Loans payable (Note 7)	<u>28,000,000</u>
Total Liabilities	<u>29,110,386</u>

**DEFERRED INFLOW OF RESOURCES**

Deferred revenue (Note 8)	<u>12,616,454</u>
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**FUND BALANCE**

Unassigned	<u>5,676,393</u>
Total fund balance	<u>5,676,393</u>

Total Liabilities, Deferred Inflow of Resources and Fund Balance	\$ <u><u>47,403,233</u></u>
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See accompanying notes to the basic financial statements.



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE  
GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION**

June 30, 2024

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Fund balance - Governmental Fund (page 10)	\$ 5,676,393
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.	173,596,162
Right-to-use leased building in governmental activities is not current financial resources and therefore not reported in the governmental funds balance sheet.	81,091
Lease liability is not due and payable in the current period and accordingly not reported as governmental funds liability.	<u>(85,901)</u>
Net Position of Governmental Activities (page 8)	\$ <u><u>179,267,745</u></u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE  
For the Year Ended June 30, 2024

**Revenues**

Federal grants	\$	3,196,722
Communication services		1,657
Investment income		1,440,483
Others		41,845
Total revenues		4,680,707

**Expenditures**

Capital outlay - telecommunication equipment		5,446,183
Consultants' services		4,296,616
County department services		4,350,456
Utilities		545,706
Rentals		256,398
Insurance		139,186
Permit and license fees		40,184
Professional fees		33,055
Travel and transportation		19,379
Security services		12,644
Miscellaneous		12,111
Air conditioning/heating equipment		20,767
Total expenditures		15,172,685

Deficiency of revenues over expenditures		(10,491,978)
Fund balance, July 1, 2023		16,168,371
Fund balance, June 30, 2024	\$	5,676,393

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,  
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE  
GOVERNMENTAL STATEMENT OF ACTIVITIES**

June 30, 2024

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Net Change in Fund Balance (page 12)	\$	(10,491,978)
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the governmental statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. Additions to capital assets amounted to \$5,446,183 in the current period.		5,466,950
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Governmental funds report rental on building as expenditures. However, in the government-wide statement of activities, these expenditures is capitalized over the life of the rent.		256,398
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Depreciation expenses on capital assets is reported in the government-wide statement of activities, but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in governmental funds.		(1,731)
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Interest expenses on lease liability is reported in the government-wide statement of activities, but does not require the use of current financial resources. Therefore, interest expense is not reported as expenditures in governmental funds.		(5,027)
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Amortization on the right-to-use leased building is reported in the government-wide statement of activities, but does not require the use of current financial resources. Thus, amortization expense is not reported as expenditures in governmental funds.		<u>(243,272)</u>
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Change in Net Position of Governmental Activities (page 9)	\$	<u><u>(5,018,660)</u></u>
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

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**NOTE 1 – REPORTING ENTITY**

The Authority, a separate public entity, was created in May 2009 through a Joint Powers Agreement (JPA) between the County, the City of Los Angeles, and eighty-five (85) other public agencies located in the greater Los Angeles area. The Authority was created to exercise the powers shared in common by its members to engage in regional and cooperative planning and coordination of the governmental services to establish a wide-area interoperable public safety communications network.

The composition of the JPA has changed since inception. During fiscal year 2023-2024, the Authority was governed by a ten (10) member Board of Directors (Board) which served without compensation. The 10 Board members consisted of the following:

1. County of Los Angeles, Chief Executive Officer
2. County of Los Angeles, Fire Chief
3. County of Los Angeles, Sheriff
4. County of Los Angeles, Department of Health Services Director
5. Los Angeles Area Fire Chief Association
6. Los Angeles County Police Chiefs Association
7. California Contract Cities Association
8. City of Inglewood (At Large)
9. City of Covina, Police Chief (At Large)
10. City of La Verne (At Large)

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basic Financial Statements

In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, the basic financial statements consist of the following:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the basic financial statements.

Government-wide Financial Statements

The statement of net position and statement of activities display the financial activities of the Authority. These statements present the governmental activities of the Authority.

The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with a program and, therefore, are clearly identifiable to a particular program. Program revenues include capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Government-wide Financial Statements (Continued)

Net position is classified into the following three components: 1) net investment in capital assets; 2) restricted; and 3) unrestricted. At June 30, 2024, the net investment in capital assets balance was \$173,596,162, and the unrestricted net position was \$5,671,583. There was no restricted net position balance at June 30, 2024.

Fund Financial Statements

The accounts of the Authority are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Government resources are allocated to and for individual funds based on the purpose for which they are spent and means by which spending activities are controlled.

The Authority's General Fund is available for any authorized purpose and is used to account for and report all financial resources not accounted for and reported in another fund. Funding comes primarily from federal grants through the Department of Homeland Security.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

The General Fund is accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Capital Assets

Capital assets, consisting primarily of telecommunication equipment, are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost when purchased or constructed. Costs include labor, materials, interest during construction, retirement plan contribution and other fringe benefits. Donated assets are reported at acquisition value rather than estimated fair market value at the date of donation.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Capital Assets (Continued)

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets other than land are depreciated using the straight-line method over the estimated useful lives of the assets.

Lease

The Authority is a lessee of a noncancellable lease of building office space. The Authority recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. The Authority recognizes lease liabilities for leases with an initial value or \$5,000 or more.

At the commencement of a lease, the Authority initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain indirect costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgments related to leases include how the Authority determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Authority uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Authority generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and the purchase option price that the Authority is reasonably certain to exercise. The Authority monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Right-to-use leased building and lease liability are reported separately on the Statement of Net Position.

Fund Balances

In the fund financial statements, the governmental funds report the classification of fund balance in accordance with GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions”. The reported fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned based on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and long-term notes receivable.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Fund Balances (Continued)

Restricted Fund Balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted only by changing the condition of the constraint.

Committed Fund Balance – amounts that can only be used for the specific purposes determined by a formal action of the Authority’s highest level of decision-making authority, the Authority’s Board. Commitments may be changed or lifted only by the Authority taking the same formal action that imposed the constraint originally. The underlying action that imposed the limitation needs to occur no later than the close of the fiscal year.

Assigned Fund Balance – amounts intended to be used by the Authority for specific purposes that are neither restricted nor committed. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.

Unassigned Fund Balance – the residual classification for the Authority’s General Fund that includes amounts not contained in other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Authority’s Board establishes, modifies, or rescinds fund balance commitments and assignments through the adoption of the budget and subsequent amendments that occur throughout the fiscal year.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

Revenue

Recognition of revenues arising from non-exchange transactions, which include revenues from grants and contributions, is based on the primary characteristic from which the revenues are received by the Authority. Grant funds are considered earned to the extent of expenditures made under the provisions of the grants.

Deferred inflow of resources arises when potential revenues do not meet both the measurable and availability criteria for recognition in the current period. Deferred inflow of resources also arises when the Authority receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualified expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Authority has a legal claim to the resources, the liability for deferred inflow of resources is removed from the balance sheet and revenue is recognized.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

New Pronouncements Issued and Implemented

The following GASB Statements have been implemented in the current basic financial statements.

*GASB Statement No. 99 - Statement No. 99, Omnibus 2022*, enhances comparability in accounting and financial reporting and improves the consistency of authoritative literature by addressing (1) practice issues that have been identified during the implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. GASB Statement No. 99, paragraphs 4-10, the requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53, are effective for reporting periods beginning after June 15, 2023. This statement did not have an impact on the Authority's financial statements.

*GASB Statement No. 100 - Statement No. 100, Accounting Changes and Error Corrections – an amendment of GASB Statement No. 62* enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting the beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. The requirements of this statement for changes in accounting principles apply to the implementation of a new pronouncement in the absence of specific transition provisions in the new pronouncement. This statement also requires that the aggregate amount of adjustments to and restatements of the beginning net position, fund balance, or fund net position, as applicable, be displayed by the reporting unit in the financial statements. This statement did not have a material impact on the Authority's financial statements. We will apply the statement as appropriate in the future.

**NOTE 3 - CASH AND INVESTMENTS**

The Authority's cash and investments are pooled and invested by the County Treasurer and Tax Collector (Treasurer) and are subject to withdrawal from the pool upon demand. The Authority's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on the fund's average cash and investment balance, as provided by the California Government Code Section 53647. The Authority's cash and investment balance as of June 30, 2024 is \$33,321,811.



**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

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**NOTE 3 - CASH AND INVESTMENTS (CONTINUED)**

California Government Code Sections 53601 and 53635 authorize the Treasurer to invest the External Investment Pool (Pool) and Specific Purpose Investment funds in obligations of the United States Treasury, federal agencies, municipalities, asset-backed securities, bankers' acceptances, commercial paper, negotiable certificates of deposit, medium-term notes, corporate notes, repurchase agreements, reverse repurchase agreements, forwards, futures, options, shares of beneficial interest of a JPA that invests in authorized securities, shares of beneficial interest issued by diversified management companies known as money market mutual funds registered with the Securities and Exchange Commission, securities lending agreements, the State of California's Local Agency Investment Fund, and supranational institutions. California Government Code Section 53534 authorizes the Treasurer to enter into interest rate swap agreements. However, these agreements should only be used in conjunction with the sale of the bonds approved by the Board of Supervisors. As permitted by the California Government Code, the Treasurer developed, and the Board adopted, an investment Policy that further defines and restricts the limits within which the Treasurer may invest. The investments are managed by the Treasurer, which reports investment activity to the Board of Supervisors on a monthly basis. In addition, the Treasurer's investment activity is subject to an annual investment policy review, compliance oversight, quarterly financial review, and annual financial reporting. The Treasurer also maintains Other Specific Investments, which are invested pursuant to Section 1300.76.1, Title 28, California Code of Regulations. The County has not provided nor obtained any legally binding guarantees during the year ended June 30, 2024, to support the value of shares in the Pool.

Investments are stated at fair value and are valued on a monthly basis. The Treasurer categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Level 3 inputs are significant unobservable inputs. Securities classified in Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government investment pool is not subject to reporting within the level hierarchy.

Investment policies and associated risk factors applicable to the Authority are included in the County's Annual Comprehensive Financial Report for the year ended June 30, 2024. Detailed deposit and investment risk disclosures are included in Note 4 of the County's Annual Comprehensive Financial Report.

**NOTE 4 – ACCOUNTS RECEIVABLE**

Accounts receivable as of June 30, 2024, in the amount of \$13,469,803, represents \$13,469,579 receivable from the Department of Homeland Security for allowable UASI and \$224 from State Budget Act of 2022.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

**NOTE 5 – CAPITAL ASSETS**

Capital assets as of June 30, 2024 consist of the following:

	<u>Balance at June 30, 2023</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance at June 30, 2024</u>
<b>Governmental activities:</b>				
Capital assets, being depreciated:				
Telecommunication equipment	\$ 2,081,707	\$ -	\$ -	\$ 2,081,707
Office furniture and fixtures	193,683	20,767	-	214,450
Total	<u>2,275,390</u>	<u>20,767</u>	<u>-</u>	<u>2,296,157</u>
Less, accumulated depreciation for:				
Telecommunication equipment	(2,081,707)	-	-	(2,081,707)
Office furniture and fixture	(193,683)	(1,731)	-	(195,414)
	<u>(2,275,390)</u>	<u>(1,731)</u>	<u>-</u>	<u>(2,277,121)</u>
Total capital assets, being depreciated	<u>-</u>	<u>(1,731)</u>	<u>-</u>	<u>19,036</u>
Capital assets, not being depreciated:				
Construction in progress-telecommunication equipment	168,130,943	5,446,183	-	173,577,126
Total capital assets, not being depreciated	<u>168,130,943</u>	<u>5,446,183</u>	<u>-</u>	<u>173,577,126</u>
Governmental activities capital assets, net	<u>\$ 168,130,943</u>	<u>\$ 5,444,452</u>	<u>\$ -</u>	<u>\$ 173,596,162</u>

Depreciation expense for the government activities during fiscal year 2023-2024 was \$1,731.

**NOTE 6 – ACCOUNTS PAYABLE**

Accounts payable as of June 30, 2024, in the amount of \$1,110,386 represent accruals of vendors' invoices not yet paid as of that date.

**NOTE 7 – LOANS PAYABLE**

The initial funding for the Authority's start-up and operational costs was provided through a cash operating loan from the County. This loan bears no interest and has no definite repayment schedule. The balance of this loan as of June 30, 2024 was \$28,000,000.

**NOTE 8 – DEFERRED INFLOW OF RESOURCES**

The deferred inflow of resources consists of deferred revenue as of June 30, 2024, in the amount of \$12,616,454 which represents UASI program expenditures. These program expenditures have not yet been submitted for reimbursement with the funding agency.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS  
For the Year Ended June 30, 2024

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**NOTE 9 – LEASE LIABILITY**

The Authority leases 8,335 square feet of office space in a building located in Monterey Park, California. The non-cancellable lease agreement was for seven (7) years commencing on October 15, 2014.

On October 12, 2021, the Authority renewed the term of the lease for a period of thirty-six (36) months, beginning November 2, 2021, and ending October 31, 2024. An initial lease liability was recorded in the amount of \$729,818 for this lease. As of June 30, 2024, the total value of the lease liability was \$85,901 and the total value of the right-to-use leased building was \$81,091, net of accumulated amortization of \$648,727.

As of June 30, 2024, future minimum payments of the lease are as follows:

Year Ending June 30,	Principal	Interest	Total
2025	\$ 85,901	\$ 403	\$ 86,304
	<u>\$ 85,901</u>	<u>\$ 403</u>	<u>\$ 86,304</u>

**NOTE 10 – CONTINGENT LIABILITIES**

A claim was brought by the Authority’s contractor, who is responsible for the design, construction, implementation and maintenance of the LMR system, for costs incurred due to delays in completing the project. The Authority is engaged in settlement discussions with the contractor to amicably settle the claim. The parties have negotiated a tentative settlement of the claim for \$23 million.

The Authority is also aware of potential claims that may be filed against them. The outcome of these matters is not presently determinable, but the resolution of these matters is not expected to have a significant impact on the financial condition of the Authority.

**NOTE 11 – SUBSEQUENT EVENTS**

In preparing these financial statements, the Authority has evaluated events subsequent to June 30, 2024, to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through March 13, 2025, the date the financial statements were available to be issued. It was determined that no subsequent events occurred that required recognition or additional disclosure in the financial statements.

**REQUIRED SUPPLEMENTARY INFORMATION**

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL (UNAUDITED)  
FOR THE YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget
	Original	Final		
<b>Revenues:</b>				
Federal grants	\$ 31,366,000	\$ 31,366,000	\$ 3,196,722	\$ (28,169,278)
Communication services	3,933,000	3,933,000	1,657	(3,931,343)
Interest income	-	-	1,440,483	1,440,483
Others	-	-	41,845	41,845
Total revenue	<u>35,299,000</u>	<u>35,299,000</u>	<u>4,680,707</u>	<u>(30,618,293)</u>
<b>Expenditures:</b>				
Consultant's services and telecommunication equipment:				
Consultant's services	38,902,000	38,902,000	4,296,616	34,605,384
Capital expenditures - telecommunication equipment	-	-	5,446,183	(5,446,183)
Total consultant's services and telecommunication equipment	<u>38,902,000</u>	<u>38,902,000</u>	<u>9,742,799</u>	<u>29,159,201</u>
County department services	4,332,000	4,332,000	4,350,456	(18,456)
Building rentals	255,000	255,000	256,398	(1,398)
Insurance premiums	521,000	521,000	139,186	381,814
Utilities	-	-	477,656	(477,656)
Electricity	-	-	60,562	(60,562)
Permit and license fees	-	-	40,184	(40,184)
Security Services	-	-	12,644	(12,644)
Professional fees	25,000	25,000	33,055	(8,055)
Travel and training	78,000	78,000	20,779	57,221
Verizon	-	-	7,488	(7,488)
Air conditioning/heating equipment	-	-	20,767	(20,767)
Miscellaneous	897,000	897,000	10,711	886,289
Total expenditures	<u>45,010,000</u>	<u>45,010,000</u>	<u>15,172,685</u>	<u>29,837,315</u>
Excess of revenues over expenditures	(9,711,000)	(9,711,000)	(10,491,978)	(780,978)
Fund balance, July 1, 2023	-	-	16,168,371	16,168,371
Fund balance, June 30, 2024	<u>\$ (9,711,000)</u>	<u>\$ (9,711,000)</u>	<u>\$ 5,676,393</u>	<u>\$ 15,387,393</u>

See accompanying notes to the required supplementary information.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION  
JUNE 30, 2024

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**BUDGETARY DATA**

The Authority adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year's expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

**AUDIT OF FEDERAL AWARDS PROGRAMS**



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**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority  
Los Angeles, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2024 and the related notes to the financial statements and have issued our report thereon dated March 13, 2025.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Handwritten signature in black ink that reads "BCA Watson Rice, LLP".

Torrance, California

March 13, 2025



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**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE FOR EACH  
MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER  
COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL  
AWARDS REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors of  
The Los Angeles Regional Interoperable Communications System Authority  
Los Angeles, California

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited the Los Angeles Regional Interoperable Communication System Authority’s (Authority) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority’s major federal program for the year ended June 30, 2024. The Authority’s major federal program is identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority’s compliance with the compliance requirements referred to above.

### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

## **Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

## **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the Authority for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements. We issued our report thereon dated March 13, 2025, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming our opinion on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.



Torrance, CA  
March 13, 2025

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2024**

Federal Grantor/Pass-Through Grantor / Program Title	Assistance Listing Number	Award/Pass- through Identification Number	Total Expenditures
<b>FEDERAL</b>			
<u>U.S. Department of Homeland Security</u>			
<i>Passed through the City of Los Angeles</i>			
Homeland Security Grant Program - 2021	97.067	C-141072	\$ 164,110
Homeland Security Grant Program - 2022	97.067	C-143439	<u>3,032,612</u>
Total Federal Expenditures			<u>\$ 3,196,722</u>

See accompanying notes to the schedule of expenditures of federal awards.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
For the Year Ended June 30, 2024

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**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Los Angeles Regional Interoperable Communications System Authority and is presented using the modified accrual basis of accounting. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Authority has elected not to use the 10% de minimis indirect cost rate as covered in §200.414 Indirect (F&A) costs. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**NOTE 2 – SUBRECIPIENTS**

The Authority has no sub-recipients for the year ended June 30, 2024.

**NOTE 3 – RELATIONSHIP TO THE BASIC FINANCIAL STATEMENTS**

Amounts reported in the accompanying Schedule agree to amounts reported within the Authority's basic financial statements.

**NOTE 4 – CONTINGENCIES**

Under the terms of federal grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

**THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2024

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**SECTION I – SUMMARY OF AUDITOR’S RESULTS**

**A - Financial Statements**

- |   |               |
|---|---------------|
| 1) Type of auditor’s report issued:   | Unmodified    |
| 2) Internal control over financial reporting:                                       |               |
| a) Material weakness(es) identified?  | No            |
| b) Significant deficiency(ies) identified not considered to be material weaknesses? | None reported |
| 3) Noncompliance material to financial statements noted?                            | No            |

**B - Federal Awards**

- |   |               |
|---|---------------|
| 1) Type of auditor’s report issued on compliance for major programs:                                  | Unmodified    |
| 2) Internal control over major programs:  |               |
| a) Material weakness(es) identified?  | No            |
| b) Significant deficiency(ies) identified not considered material weakness(es)?                       | None reported |
| 3) Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | No            |

4) Identification of major program:

Assistance Listing Number	Name of Federal Program
97.067	Homeland Security Grant Program – 2021 Homeland Security Grant Program – 2022

- |   |           |
|---|-----------|
| 5) Dollar threshold used to distinguish between Type A and Type B programs: | \$750,000 |
| 6) Auditee qualified as low-risk auditee?                                   | Yes       |

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
For the Year Ended June 30, 2024**

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**SECTION II – FINANCIAL STATEMENT FINDINGS**

None reported.

**SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

None reported.

**SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS**

None reported.





**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson   
Executive Director

**LMR NETWORK OPERATION STATUS AND ISSUES**

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

TP:mbc

**AGENDA ITEM F**



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson   
Executive Director

**OUTREACH UPDATE**

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

<b>MUNICIPALITY</b>	<b>MEETING DATE</b>
LA-RICS Board of Director Meeting	03/06/25
Baldwin Park USD	03/11/25
Olympics Comm Planning and Regional Interoperability update to Supervisor Barger	03/13/25
CISA World Cup Emergency Communications planning group meeting	03/18/25
Urban Area Security Initiative (UASI) 25 Working Group Meeting	03/20/25
Meeting with Cal OES regarding Interoperability	03/20/25
Meeting with LAPD Executives and Managers regarding Interoperability connections	03/20/25
San Fernando Outreach Meeting	03/24/25
LASD Meeting	03/26/25

**AGENDA ITEM G**

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

During the month of March, the Authority staff continued with our Subscriber and Affiliate outreach efforts. The Sheriff's Departments Contract Cities subscriber efforts are ongoing. We have continued our contact with members of the Interagency Communications Interoperability system (ICI) regarding our affiliate radio ID efforts and the programming of the regional (ISSI) interoperability talk-groups. Several of the ICI agencies have indicated that they are in the process of updating their radios and equipment to be interoperable. The Authority staff is still working on additional efforts to reach out to all of agencies that need to program the regional talk-groups and mutual aid channels, we hope to have more to report regarding this effort in the future.

The Authority staff worked closely with the Sheriff's Department's Communications and Fleet Management Bureau (CFMB) regarding Emergency Communications and regional interoperability. We are also working closely with CFMB on the Computer Aided Dispatch (CAD) project which is progressing well.

The Authority staff is monitoring the progress of the World Cup Emergency Communications planning group. On March 18, 2025, the Authority staff attended the working group call along with members of the Sheriff's Emergency Operations Bureau. Although there is still a lot of work to be done the planning is progressing. On March 20, 2025, the Authority staff attended the UASI Interoperability working group meeting. Representatives from Motorola Solutions (MSI) attended the meeting to assist with planned connections. The meeting was productive however the effort is progressing slowly. Later in the day the Authority staff met with Los Angeles Police Department executives and managers regarding planned connections and interoperability, the meeting was productive with further meetings planned for April 2025. During the month of March, the Authority staff continued our coordination with Cal OES regarding interoperability and the use of the LARTCS system. We hope to have more to report in April regarding these efforts.

In addition to our outreach and interoperability efforts during the month of March the Authority staff has been assisting with site security upgrades and planning for internal computer upgrades for the LA-RICS offices.

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

Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to continue collaboration on regional public safety communication.

RJW:mbc



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2025

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

Dear Directors:

### **APPROVE AMENDMENT NO. 127 TO AGREEMENT NO. LA-RICS 007**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 127 to Agreement No. LA-RICS 007 (Agreement) to incorporate three (3) Change Orders, as further described in this Board Letter, resulting in an increase to the Maximum Contract Sum in the amount of \$33,309.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following findings:
  - a. Find that the approval of Amendment No. 127 to include three (3) Change Orders: two (2) Change Orders, in connection with microwave dish relocation and re-alignment and an antenna replacement at the Castro Peak (CPK) site, and one (1) Change Order related to recharge clean agent fire suppression system work at the Green Mountain (GRM) site; are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous

**AGENDA ITEM H**

EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- b. Find that the approval of Amendment No. 127 to include a Change Order in connection with re-aligning a tower dish at the MCI/Saddle Peak (SPN) site for the CPK-MCI/SPN microwave path is within the scope of the activities previously authorized at site MCI/SPN on August 5, 2021, which your Board previously found exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for reasons stated in this Board Letter and as noted in the record of the project.
2. Approve Amendment No. 127 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI) as follows:
- a. Incorporate a Change Order to relocate a tower dish at the CPK site and to re-align this dish with corresponding dish at the end of the microwave path to the MCI/SPN site for a cost increase in the amount of \$19,927.
  - b. Incorporate a Change Order in connection with an antenna replacement at the CPK site for a cost increase in the amount of \$2,550.
  - c. Incorporate a Change Order related to certain fire suppression system work at the GRM site for a cost increase in the amount of \$10,832.
  - d. Increase the Maximum Contract Sum in the amount of \$33,309 from \$278,229,368 to \$278,262,677.
  - e. Delegate authority to the Executive Director to execute Amendment No. 127, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue Notices to Proceed (NTP) for the Work contemplated in Amendment No. 127, as may be necessary.

## **BACKGROUND**

On November 17, 2024, the Authority entered into the first year of Maintenance Services with MSI. While there are a variety of services contemplated in the maintenance plan, there is certain work and/or services that are not included, but necessary to ensure the sites remain operable. When instances such as these arise, it becomes necessary to consider a Change Order. Such is the case with the Change Orders contemplated in Amendment No. 127 for your Board's consideration.

One Change Order is being considered to allow MSI to relocate a tower dish and complete path realignment service at the CPK and MCI/SPN sites. This is necessary due to the

demolition of an old tower at CPK and the dish transfer to the new tower at CPK that necessitated a re-alignment of the dishes for the CPK-SPN/MCI microwave path. Further, it is necessary to include a Change Order to provide a replacement antenna for a different dish at the CPK site due to antenna damage. Lastly, a Change Order is being included to provide a specialist that will perform recharge clean agent fire suppression system work at GRM site. This work includes service, rebuild, and return of the clean agent cylinder system which was impacted by the Pacific Palisades fires.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 127 to include three (2) Change Orders to relocate and re-align tower dishes at CPK and MCI/SPN sites, as well as replace an antenna at the CPK site, and a Change Order related to certain fire suppression system work, resulting in an increase to the Maximum Contract Sum in the amount of \$33,309.

The Change Orders have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to the Change Order. Further, the Change Orders were presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire Department. Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

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

### **ENVIRONMENTAL DOCUMENTATION**

The environmental impacts of the LMR project at CPK and GRM sites contemplated in Amendment No. 127 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these LMR System sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to

Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

As the CEQA lead agency, the Authority previously determined on August 5, 2021, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at site MCI are exempt from review under CEQA pursuant to 14 Cal. Regs ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304, which exempts activities that (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographic features, involving negligible or no expansion of existing or former use (Guideline § 15301), (2) consist of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303) and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). Approval of the currently recommended action related the change order for the MCI site is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence is the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the change order for the MCI site.

Upon your Board's approval of the recommended actions for Amendment No. 127, the Authority will file and a Notice of Determination (NOD) for the CPK and GRM sites with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines. Also, the Authority will file a Notice of Exemption (NOE) for the MCI/SPN site with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 15062 of the State CEQA Guidelines.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 127 will result in an increase to the Maximum Contract Sum in the amount of \$33,309 from \$278,229,368 to \$278,262,677. If approved by your Board, the work contemplated in Amendment No. 127 will be funded by the Urban Areas Security Initiative (UASI) grants or by State Budget Act funds of 2022.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority



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

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This Amendment Number One Hundred Twenty-Seven (together with all exhibits, attachments, and schedules hereto, "Amendment No. 127") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of April \_\_\_\_\_ 2025, based on the following recitals:

**RECITALS**

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

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment No. 1 through Amendment No. 126.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) incorporate three (3) LMR Proceed Orders as further described in this Amendment No. 127 for a cost increase in the amount of \$33,309; (b) increase the Maximum Contract Sum by \$33,309 from \$278,229,368 to \$278,262,677; and (c) make other certain changes as set forth in this Amendment No. 127.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 127, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 127 refer to sections of the Agreement, as amended by this Amendment No. 127.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-5174 to relocate a tower dish at the CPK site and to re-align this dish with corresponding dish at the end of the microwave path to the MCI/SPN site. Additionally, pursuant to COR No. MSI-5186, Contractor will provide certain antenna replacement work at the CPK site. The Contractor will also provide, by way of FPS, a specialist that will perform recharge clean agent fire suppression system work at the GRM site as contemplated in COR No. MSI-5178. These CORs are included into the Agreement herein by this reference, pursuant to this Section 2 of this Amendment

No. 127, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

<b>LMR CHANGE ORDERS</b>					
<b>Item No.</b>	<b>Site ID</b>	<b>Site Name</b>	<b>COR No.</b>	<b>Description</b>	<b>Amount</b>
1.	CPK, MCI/SPN	Castro Peak, MCI/Saddle Peak	COR 097 (MSI-5174)	Tower Dish Relocation and Path Re-Alignment	\$19,927
2.	CPK	Castro Peak	COR 092 (MSI-5186)	Antenna Replacement from Talley	\$2,550
3.	GRM	Green Mountain	COR 098 (MSI-5178)	Recharge Clean Agent Fire Suppression System	\$10,832
<b>TOTAL AMOUNT:</b>					<b>\$33,309</b>

5. Amendments to the Agreement.

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

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Seventy-Eight Million, Two Hundred Sixty-Two Thousand, Six Hundred Seventy-Seven Dollars (\$278,262,677) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Sixty-One Million, Seven Hundred Twenty-Two Thousand, Three Hundred One Dollars (\$161,722,301). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

6. Amendments to Agreement Exhibits.

6.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 127 and incorporated herein by this reference.

6.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR

Change Order Modifications), which is attached to this Amendment No. 127 and incorporated herein by this reference.

7. This Amendment No. 127 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 7.1 An authorized agent of the Contractor has executed this Amendment No. 127;
  - 7.2 Counsel to the Authority has approved this Amendment No. 127 as to form;
  - 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 127;
  - 7.4 The Executive Director of the Authority has executed this Amendment No. 127.
8. Except as expressly provided in this Amendment No. 127, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
9. Contractor and the person executing this Amendment No. 127 on behalf of Contractor represent and warrant that the person executing this Amendment No. 127 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 127, and that all requirements of Contractor to provide such actual authority have been fulfilled.
10. This Amendment No. 127 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 127 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_  
  
Scott Edson  
Executive Director

By: \_\_\_\_\_  
  
Scott Lees  
West Region Vice President

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

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
  
Truc L. Moore  
Principal Deputy County Counsel

**EXHIBIT C.1 - SCHEDULE OF PAYMENTS  
LMR SYSTEM PAYMENT SUMMARY**

Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
<b>LMR SYSTEM PHASES 1 THROUGH 4</b>				
Phase 1 <sup>(Note 1)</sup>	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
<b>SUBTOTAL (PHASES 1 to 4):</b>	<b>\$ -</b>	<b>\$ 162,163,724</b>	<b>\$ 13,505,169</b>	<b>\$ 148,658,553</b>
<b>PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS</b>				
Phase 5 (15 Years) (Year 1 Exercised)	\$ 47,192,815	\$ 3,370,915	\$ -	\$ 47,192,815
LMR System SUA (15 Years)	\$ -	\$ 64,600,385	\$ -	\$ 64,600,385
<b>TOTAL (PHASES 1 to 5):</b>	<b>\$ 47,192,815</b>	<b>\$ 165,534,639</b>	<b>\$ 13,505,169</b>	<b>\$ 195,851,368</b>
<b>ADDITIVE ALTERNATES</b>				
Bounded Area Coverage Additive Alternate <sup>(Note 4)</sup>	<del>\$ 19,109,375</del>	<del>\$ -</del>	<del>\$ 1,910,937</del>	<del>\$ 17,198,437</del>
Mandatory Building Coverage Additive Alternate	<del>\$ 29,828,448</del>	<del>\$ -</del>	<del>\$ 2,982,845</del>	<del>\$ 26,845,603</del>
Metrorail Coverage Additive Alternate	<del>\$ 4,792,260</del>	<del>\$ -</del>	<del>\$ 479,226</del>	<del>\$ 4,313,034</del>
LMR System Maintenance for Additive Alternates	<del>\$ 19,620,355</del>	<del>\$ -</del>	<del>\$ 1,962,036</del>	<del>\$ 17,658,320</del>
<b>ADDITIONAL/SUPPLEMENTAL</b>				
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,722,155	\$ 358,021	\$ 3,364,135
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
Interconnections for UASI Approval Authority		\$ 1,740,000		\$ 1,740,000
LMR Proceed Orders (1-5)		\$ 34,245		\$ 34,245
<b>SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:</b>	<b>\$ 121,847,253</b>	<b>\$ 246,968,621</b>	<b>\$ 21,693,937</b>	<b>\$ 343,751,020</b>
<b>TOTAL CONTRACT SUM:</b>		<b>\$246,968,621</b>		
<b>LMR Discounts <sup>(Note 2)</sup></b>		<b>-\$17,202,758</b>		
<b>MAXIMUM CONTRACT SUM</b> (Total Unilateral Option Sum plus Total Contract Sum):		<b>\$278,262,677</b>		

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

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

**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS**

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

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



Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 47</b>					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RIH	Soil Removal	\$ -	\$ -	\$ -
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
<b>Amendment No. 47 Subtotal</b>			<b>\$ 710,217</b>	<b>\$ 71,022</b>	<b>\$ 639,196</b>
<b>Amendment No. 48</b>					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ -	\$ -	\$ -
<b>Amendment No. 48 Subtotal</b>			<b>\$ 10,159</b>	<b>\$ 1,016</b>	<b>\$ 9,143</b>
<b>Amendment No. 49 and Amendment No. 59</b>					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ -	\$ -	\$ -
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
<b>Amendment No. 49 Subtotal</b>			<b>\$ 110,000</b>	<b>\$ 11,000</b>	<b>\$ 99,000</b>
<b>Amendment No. 50</b>					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
<b>Amendment No. 50 Subtotal</b>			<b>\$ 375,108</b>	<b>\$ 37,511</b>	<b>\$ 337,597</b>
<b>Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,196	\$ 1,120	\$ 10,076
MSI-6096	CCB	Microwave Installation Modification	\$ -	\$ -	\$ -
<b>Amendment No. 51 Subtotal</b>			<b>\$ 11,196</b>	<b>\$ 1,120</b>	<b>\$ 10,076</b>
<b>Amendment No. 52</b>					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
<b>Amendment No. 52 Subtotal</b>			<b>\$ 34,359</b>	<b>\$ 3,436</b>	<b>\$ 30,923</b>
<b>Amendment No. 53</b>					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
<b>Amendment No. 53 Subtotal</b>			<b>\$ 342,460</b>	<b>\$ 34,246</b>	<b>\$ 308,214</b>
<b>Amendment No. 54</b>					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
<b>Amendment No. 54 Subtotal</b>			<b>\$ 138,707</b>	<b>\$ 13,871</b>	<b>\$ 124,836</b>
<b>Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
<b>Amendment No. 55 Subtotal</b>			<b>\$ 195,638</b>	<b>\$ 19,564</b>	<b>\$ 176,074</b>
<b>Amendment No. 56</b>					
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
<b>Amendment No. 56 Subtotal</b>			<b>\$ 13,972</b>	<b>\$ 1,397</b>	<b>\$ 12,575</b>
<b>Amendment No. 57</b>					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
<b>Amendment No. 57 Subtotal</b>			<b>\$ 8,566</b>	<b>\$ 857</b>	<b>\$ 7,709</b>
<b>Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585



Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 58 Subtotal</b>			\$ 60,650	\$ 6,065	\$ 54,585
<b>Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)</b>					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
<b>Amendment No. 59 Subtotal</b>			\$ 15,876	\$ 1,588	\$ 14,288
<b>Amendment No. 63</b>					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
<b>Amendment No. 63 Subtotal</b>			\$ 10,788	\$ 1,079	\$ 9,709
<b>Amendment No. 64 and Amendment No. 88</b>					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
<b>Amendment No. 64 and Amendment No. 88 Subtotal</b>			\$ 12,428	\$ 1,243	\$ 11,185
<b>Amendment No. 77</b>					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
<b>Amendment No. 77 Subtotal</b>			\$ 16,130	\$ 1,613	\$ 14,517
<b>Amendment No. 83</b>					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
<b>Amendment No. 83 Subtotal</b>			\$ 17,412	\$ 1,741	\$ 15,671
<b>Amendment No. 86</b>					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
<b>Amendment No. 86 Subtotal</b>			\$ 14,386	\$ 1,439	\$ 12,947
<b>Amendment No. 88</b>					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
<b>Amendment No. 88 Subtotal</b>			\$ 15,932	\$ 1,593	\$ 14,339
<b>Amendment No. 90, Amendment No. 114, Amendment 115, and Amendment 116</b>					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
MSI-5110	UNIV	Fire Suppression System	\$ 22,704	\$ -	\$ 22,704
MSI-5129	UNIV	Fire Suppression System	\$ 11,308	\$ -	\$ 11,308
	UNIV	Fire Suppression System Not-to-Exceed Amount	\$ 20,000	\$ -	\$ 20,000
<b>Amendment No. 90, Amendment No. 114, Amendment No. 115, and Amendment No. 116 Subtotal</b>			\$ 114,729	\$ 6,072	\$ 108,657
<b>Amendment No. 91</b>					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
<b>Amendment No. 91 Subtotal</b>			\$ 14,806	\$ 1,481	\$ 13,325
<b>Amendment No. 92</b>					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
<b>Amendment No. 92 Subtotal</b>			\$ 152,500	\$ 15,250	\$ 137,250
<b>Amendment No. 99</b>					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
<b>Amendment No. 99 Subtotal</b>			\$ 11,617	\$ 1,162	\$ 10,455
<b>Amendment No. 106</b>					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
<b>Amendment No. 106 Subtotal</b>			\$ 42,546	\$ 4,255	\$ 38,291
<b>Amendment No. 108</b>					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
<b>Amendment No. 108 Subtotal</b>			\$ 3,263	\$ 326	\$ 2,937
<b>Amendment No. 109</b>					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
<b>Amendment No. 109 Subtotal</b>			\$ 2,379	\$ 238	\$ 2,141

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 110</b>					
MSI-7115	CPK-RPVT DPK-RPVT SGH-TWR	Replacement of Three (3) Microwave Links	\$ -	\$ -	\$ -
MSI-7116	SCC	LASD NICE Logging Recorder	\$ 6,600	\$ 660	\$ 5,940
<b>Amendment No. 110 Subtotal</b>			<b>\$ 6,600</b>	<b>\$ 660</b>	<b>\$ 5,940</b>
<b>Amendment No. 111</b>					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
<b>Amendment No. 111 Subtotal</b>			<b>\$ 6,904</b>	<b>\$ 690</b>	<b>\$ 6,214</b>
<b>Amendment No. 112</b>					
MSI-7119	BUR1	BUR1 Roll-up Generator Outage Work	\$ 11,574	\$ 1,157	\$ 10,417
MSI-7120	GRM	GRM Roll-up Generator Outage Work	\$ 5,725	\$ 573	\$ 5,153
<b>Amendment No. 112 Subtotal</b>			<b>\$ 17,299</b>	<b>\$ 1,730</b>	<b>\$ 15,569</b>
<b>Amendment No. 119</b>					
MSI-5117	MMC	MMC HVAC Restoration Work	\$ 29,316	\$ -	\$ 29,316
MSI-5148	CCB	CCB Court Denied Access to FPS Fire Suppression	\$ 900	\$ -	\$ 900
<b>Amendment No. 119 Subtotal</b>			<b>\$ 30,216</b>	<b>\$ -</b>	<b>\$ 30,216</b>
<b>Amendment No. 121</b>					
MSI-5154	MCI	Transient Voltage Suppression Systems (TVSS) Replacement	\$ 1,000	\$ -	\$ 1,000
MSI-5155	MCI	Fire Suppression System (FSS) Inspections	\$ 1,700	\$ -	\$ 1,700
MSI-5156	Universal Studios - Citywalk	Fire Suppression System (FSS) Inspections	\$ 500	\$ -	\$ 500
MSI-5157	Castro Peak	Fire Suppression System (FSS) Inspections	\$ 700	\$ -	\$ 700
MSI-5158	MCI	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,939	\$ -	\$ 2,939
MSI-5159	Castro Peak	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,798	\$ -	\$ 2,798
<b>Amendment No. 121 Subtotal</b>			<b>\$ 9,637</b>	<b>\$ -</b>	<b>\$ 9,637</b>
<b>Amendment No. 125</b>					
MSI-5167	FRP	Cummins Generator Service	\$ 2,250	\$ -	\$ 2,250
MSI-5173	Various	DPS Waterbug Monitoring	\$ 12,526	\$ -	\$ 12,526
<b>Amendment No. 125 Subtotal</b>			<b>\$ 14,776</b>	<b>\$ -</b>	<b>\$ 14,776</b>
<b>Amendment No. 127</b>					
MSI-5174	CPK, MCI/SPN	Tower Dish Relocation and Path Re-Alignment	\$ 19,927	\$ -	\$ 19,927
MSI-5186	CPK	Antenna Replacement from Talley	\$ 2,550	\$ -	\$ 2,550
MSI-5178	GRM	Recharge Clean Agent Fire Suppression System	\$ 10,832	\$ -	\$ 10,832
<b>Amendment No. 127 Subtotal</b>			<b>\$ 33,309</b>	<b>\$ -</b>	<b>\$ 33,309</b>
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 3,722,155</b>	<b>\$ 358,021</b>	<b>\$ 3,364,135</b>

**Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2025

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

Dear Directors:

**APPROVE A SOLE SOURCE AGREEMENT WITH GENCORE CANDEO, LTD.  
(DBA THE GENESIS GROUP) FOR GENWATCH3 FOR USE  
ON THE LAND MOBILE RADIO (LMR) SYSTEM**

**SUBJECT**

Board approval is requested to delegate authority to the Executive Director to enter into a sole source agreement (Agreement) with GenCore Candeco, Ltd. (dba The Genesis Group) (Genesis) to upgrade and enhance functionality on GenWatch3 (GW3), the existing data management software utilized on the Land Mobile Radio (LMR) System. The not-to-exceed amount for the software upgrade and enhancements is \$133,769.

**RECOMMENDED ACTIONS**

1. Approve an Agreement between the Authority and GenCore Candeco, Ltd. (dba The Genesis Group) (Genesis), similar in form to the enclosed Agreement (**Enclosure**), to allow Genesis to provide the necessary equipment, installation, configuration and training, to upgrade and enhance GenWatch3, the data management solution used on the LMR System for a total not-to-exceed amount of \$133,769.
2. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar form to the enclosed Agreement (**Enclosure**).
3. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, provided any such amendments are approved as to form by Counsel to the Authority.

**AGENDA ITEM I**

## **BACKGROUND**

As your Board is aware, the Authority is currently in the Maintenance and Operations phase of the LA-RICS LMR System, which is comprised of certain work provided by Motorola Solutions, Inc. (MSI) and certain other work provided by the County of Los Angeles Department of Internal Services (ISD). MSI, ISD as well as LA-RICS staff monitor certain aspects of the LMR System network via the GenWatch3 software, which monitors and manages LMR System data. GenWatch3, via Genesis, was introduced into the LMR System by way of the LMR Contract whereby MSI and Genesis partnered. A sole source agreement is appropriate given this is work related to an existing piece of software, GenWatch3, and only Genesis can provide the necessary equipment, installation, configuration and training, to upgrade and enhance GenWatch3.

The Authority seeks to contract directly with Genesis to procure additional features and upgrade existing functions not found on the Authority's current version of the application. Such enhancements include the ability to monitor the location of all radios used on the system in real time, provide a historical trail of device whereabouts, improved filtering functionality during emergencies, and improvements to notifications for alarms and events, all among other things.

On August 1, 2024, your Board delegated authority to the Executive Director to enter into negotiations for a sole source agreement with Genesis to obtain upgraded and enhanced GenWatch3 services. Authority staff and Genesis have negotiated a sole source agreement, substantially similar to Enclosure, which includes a comprehensive scope of work that takes into consideration improvements to the LMR System that would provide enhanced visibility into the system's real-time activities, data, and performance. Genesis and the Authority will work closely to seamlessly deliver the necessary enhancements to the LMR System.

It is for these reasons the Authority is seeking your Board's approval to authorize the Executive Director to execute a sole source agreement with Genesis to provide the necessary upgrade and enhancement to GenWatch3, the data management software utilized on the LMR System.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to approve the Agreement with GenCore Candeco, Ltd. (dba The Genesis Group) (Genesis) to provide the necessary equipment, installation, and necessary services in order to upgrade GenWatch3, currently used on the LMR System, in the not-to-exceed amount of \$133,769, up until the Authority determines the work is complete and acceptable.

**CONTRACTING PROCESS**

As the Authority has adopted the County of Los Angeles' procurement mode, pursuant to the Board of Supervisors Board Policy No. 5.100 (Sole Source Contracts and Amendments), on August 1, 2024, the Authority notified your Board of the Executive Director's intent to enter into negotiations for a sole source agreement with Genesis for upgrades and enhancements to GenWatch3 to provide improved real-time radio location data monitoring as well as enhancing the ability to capture, monitor, and prioritize radio data on the LMR System. What is before your Board for consideration is the result of successful negotiations with Genesis.

**FISCAL IMPACT/FINANCING**

The total not-to-exceed amount \$133,769 will be funded by State Budget Act funds of 2022 in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

cc: Counsel to the Authority



**CONTRACT NO. LA-RICS 025**

**BY AND BETWEEN**

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

**AND**

**GENCORE CANDEO, LTD.  
dba THE GENESIS GROUP**

**FOR**

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

**AGENDA ITEM I - ENCLOSURE**

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**CONTRACT EXHIBITS**

**EXHIBIT A SCOPE OF WORK**

- **ATTACHMENT 1: GENWATCH3-ATIA PRE-INSTALLATION INFORMATION (NON-REDUNDANT, UEM ADD-ON, V2 JAN 22)**
- **ATTACHMENT 2: GENWATCH3-ATIA PRE-INSTALLATION INFORMATION (IMW ADD-ON TO EXISTING GENWATCH3-ATIA, V1 JAN 22)**

**EXHIBIT B SCHEDULE OF PRICES**

**EXHIBIT C AUTHORITY'S ADMINISTRATION**

**EXHIBIT D CONTRACTOR'S ADMINISTRATION**

**EXHIBIT E SAFELY SURRENDERED BABY LAW**

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

**AND**

**GENCORE CANDEO, LTD dba THE GENESIS GROUP**

**FOR**

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

This Contract and Exhibits made and entered into on \_\_\_\_\_ (Effective Date) by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, hereinafter referred to as "Authority" and Gencore Candeo, Ltd. dba The Genesis Group, hereinafter referred to as "Contractor". The Authority and the Contractor are each a "Party" and collectively the "Parties" to this Contract.

**RECITALS**

**WHEREAS**, the Authority built and deployed the LA-RICS Land Mobile Radio System (LMR System), which is a countywide trunked and conventional radio system designed to provide local, state, and federal public-safety first-responders the ability to seamlessly communicate intra-agency and inter-agency across the County of Los Angeles for the benefit of public safety and first responders.

**WHEREAS**, the Contractor is a private firm specializing in providing software solutions and is the only company able to deliver a comprehensive software platform to monitor data through MSI's P25 radio system and has been providing GenWatch3, software currently used to monitor the LMR System, to the Authority under the LMR System contract with Motorola Solutions, Inc. (MSI), the Authority's LMR System contractor.

**WHEREAS**, the Authority desires to enhance its existing GenWatch3 software in order to improve visibility onto the LMR System's activities and data which includes, but is not limited to, monitoring real-time traffic and network issues, generating more comprehensive reports, and identifying illegal carriers using LA-RICS' reserved frequencies.

**WHEREAS**, Contractor desires to provide, and the Authority desires to acquire from Contractor, upgrades and enhancements to the GenWatch3 software for the LMR System as described in Exhibit A (Scope of Work).

**WHEREAS**, Contractor is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services, Contractor must, as a

minimum, exercise the ordinary care and skill expected from the average practitioner in Contractor's profession acting under similar circumstances.

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

## 1. APPLICABLE DOCUMENTS

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

Exhibit A      Scope of Work

- Attachment 1 – GenWatch3-ATIA Pre-Installation Information (Non-Redundant, UEM Add-on, v2 Jan 22)
- Attachment 2 – GenWatch3-ATIA Pre-Installation Information (IMW Add-on to Existing GenWatch3-ATIA, v1 Jan 22)

Exhibit B      Schedule of Prices

Exhibit C      Authority's Administration

Exhibit D      Contractor's Administration

Exhibit E      Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Section 8 (Amendments) of this Contract and signed by both parties.

## 2. DEFINITIONS

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

2.1 "Acceptance of the Project" means LA-RICS Board of Directors or the Authority's Executive Director's acceptance of the work.

- 2.2 "Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.
- 2.3 "Authority Project Director" means the person designated by the Authority with authority on contractual or administrative matters relating to this Contract that cannot be resolved by the Authority's Project Manager.
- 2.4 "Authority Project Manager" means the person designated by the Authority's Project Director to manage the operations under this Contract.
- 2.5 "Authority Contract Analyst" means the person designated by the Authority to manage and facilitate the administrative functions of the Contract.
- 2.6 "Award of Contract" means the date the LA-RICS Board of Directors awards the construction Contract to the Contractor.
- 2.7 "Awarding Entity/Authority" means the Authority.
- 2.8 "Board of Directors" means the LA-RICS Authority Joint Powers Authority Board of Directors.
- 2.9 "Contract" means the agreement which has been executed by the Contractor and the Authority.
- 2.10 "Contractor Project Director" means the individual designated by the Contractor with authority for Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager.
- 2.11 "Contractor Project Manager" means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.12 "Contractor" means the Prime Contractor awarded the Contract by the LA-RICS Board of Directors.
- 2.13 "County" means the County of Los Angeles, California.
- 2.14 "Day" means calendar day unless otherwise specified.
- 2.16 "Executive Director" means the Executive Director of the Authority or their authorized representative.

- 2.17 "Inspection Notice" means a sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:
- 1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.
  - 2) Alert as to problem areas prior to issuing Noncompliance.
  - 3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.
  - 4) Give notice of approval.
  - 5) Provide general project information.
  - 6) Define delinquent submittals.
  - 7) Advise Contractor of not complying with safety requirements.
- 2.18 "Owner" means the Authority.
- 2.19 "Noncompliance Notice" means a sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.
- 2.20 "Notice to Proceed" means the date the Executive Director authorizes the Contractor to proceed with the Contract work.
- 2.21 "Project" is the total Work performed under the Contract Documents, and may be the whole or a part of such Work, and which may include work by the Authority or others.
- 2.23 "Work" means the security system and installation services required by the Contract Documents, including but not limited to Exhibit A (Scope of Work), whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

### **3. WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the Authority.
- 3.3 The Scope of Work is outlined in Exhibit A (Scope of Work). In the event that any conflict or inconsistency between the Contract and Contractor's proposal are found, such conflict or inconsistency must be resolved by giving precedence first to the Contract and its attachments.
- 3.4 No work will commence on this project until a Notice to Proceed (NTP) is issued by the Authority. The Authority does not guarantee or promise that any work will be assigned to Contractor under this Contract until a written Notice to Proceed is issued by the Authority.
- 3.5 No additional work will be performed without an approved Change Order/Amendment pursuant to Section 8 (Amendments).
- 3.6 All additional work provided herein must commence on the specified date on the Change Order/Amendment. The Contractor must proceed diligently to complete said work within the time allotted.

#### **4. TERM OF CONTRACT**

- 4.1 The term of this Contract will be for a period commencing on the Effective Date of this Agreement to final acceptance by the Authority, of which the work must be completed and accepted as completed the by the Authority within the Contract term, unless otherwise extended by the Authority in its sole discretion. The Contract will commence following the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) approval, award and execution of the Contract by both Parties.

#### **5. CONTRACT SUM**

##### **5.1 Total Contract Sum**

- 5.1.1 In consideration of the performance by Contractor in a manner satisfactory to the Authority of the services described in Section 3 (Work) to this Contract, including receipt and acceptance of such work by the Executive Director, Authority agrees to pay Contractor a not to exceed amount of **One Hundred Thirty-Three Thousand, Seven Hundred and Sixty-Nine Dollars (\$133,769)** pursuant to the Schedule of Prices attached to this Contract as Exhibit B (Schedule of Prices). The contract amount must be inclusive of all costs, direct or indirect, such as, but not limited to, materials, labor, permits, transportation, equipment, insurance, tax, etc. necessary to perform all the work

set forth in Contract No. LA-RICS 025. The Authority does not guarantee any work or services of any specific monetary amount under this Contract.

**5.1.2** The Executive Director, or their designee, may request approval or delegated authority from the LA-RICS Board of Directors to supplement the initial total contract amount by up to 10%. The Authority may increase the total contract amount by up to 10%, as approved by the Board. The Authority does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the Authority; nor does the Authority warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to the Authority at the address herein provided in Exhibit C (Authority's Administration).

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

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



## 5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the Authority only for providing the tasks, deliverables, goods, services, work hours and facility and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder and provide information that describes the work performed. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the Authority under the terms of this Contract.
- 5.5.2 The Contractor's payments will be as provided in Exhibit B (Schedule of Prices) to this Contract, and the Contractor will be paid only for the tasks, deliverables, goods, services, work hours and facility and other work authorized in writing by way of issuance of a Notice to Proceed by the Authority. If the Authority does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.5.3 The Contractor must submit the monthly invoices to the Authority by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

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

- 5.5.5 **Authority Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Authority's Project Manager prior to any payment thereof. In no event will the Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

## 5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the Authority will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).



- 5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the Authority, will decide whether to approve exemption requests.

## **6. ADMINISTRATION OF CONTRACT – AUTHORITY**

### **6.1 Authority Administration**

A listing of all the Authority's Administration is referenced in the following Sections are designated in Exhibit C (Authority's Administration). The Authority will notify the Contractor in writing of any changes as they occur.

### **6.2 Authority's Project Director**

Responsibilities of the Authority's Project Director include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to Authority policy, information requirements, and procedural requirements.

### **6.3 Authority's Project Manager**

The responsibilities of the Authority's Project Manager include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Authority's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the Authority in any respect whatsoever.

#### **6.4 Authority's Contract Analyst**

The role of the Authority's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The Authority's Contract Analyst reports to the Authority's Project Director.

### **7. ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the Authority in writing of any change as they occur.

#### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the Authority in writing of any change to Exhibit D (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with the Authority's Project Manager and the Authority's Contract Project Monitor on a regular basis.

#### **7.3 Approval of Contractor's Staff**

The Authority has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

#### **7.4 Background and Security Investigations**

7.4.1 In order to perform the services under this Contract at an LMR System Site without an Authority escort, background and security investigations of Contractor's staff will be required at the discretion of the Authority as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor.

- 7.4.2 In the event the Contractor's staff undergoes a background investigation, such background investigation must be to the satisfaction of the Authority. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.3 If a member of Contractor's staff does not pass the background investigation, the Authority may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The Authority will not provide to Contractor or to Contractor's staff any information obtained through the Authority's background investigation.
- 7.4.4 The Authority, in its sole discretion, may immediately deny or terminate access to a facility to any member of Contractor's staff that does not pass such investigation to the satisfaction of the Authority or whose background or conduct is incompatible with the Authority facility access.
- 7.4.5 These terms will also apply to subcontractors of Authority contractors.
- 7.4.6 Disqualification of any member of Contractor's staff pursuant to this Section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor must maintain the confidentiality of all records and information (ex: proprietary information, software codes, trade secrets, confidential information, etc.), whether of Authority or third parties, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Authority policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 Contractor must indemnify, defend, and hold harmless Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section, as determined by Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by Authority. Notwithstanding the preceding sentence, Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, Authority will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by Authority in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of Authority without Authority's prior written approval.
- 7.5.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

## **8. AMENDMENTS**

- 8.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Authority's Executive Director.
- 8.2 The LA-RICS Board of Directors may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Authority reserves the right to add and/or change such provisions as required by the Authority Board of Directors. To implement such changes, an Amendment and/or Change Order to the Contract must be prepared and executed by the Contractor and by the Authority's Executive Director.
- 8.3 The Authority's Executive Director or Board of Directors, may at their sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not

change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Executive Director.

## **9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

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

## **10. AUTHORIZATION WARRANTY**

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

## **11. BUDGET REDUCTIONS**

In the event that the Authority's Board of Directors adopts, in any fiscal year, an Authority Budget which provides for reductions with respect to the Authority

contracts, and in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, and by extension the Authority Contracts, the Authority reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The Authority's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

## **12. COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 12.2 Contractor must indemnify, defend, and hold harmless Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 12.2 will be conducted by Contractor and performed by counsel selected by Contractor and approved by the Authority. Notwithstanding the preceding sentence, the Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, the Authority will be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Contractor for all such costs and expenses incurred by the Authority in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the Authority without the Authority's prior written approval.

### 13. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

### 14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### 14.1 Jury Service Program:

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

#### 14.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the Authority's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.



2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or the Authority Contractor or a subcontract with a County or the Authority Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or the Authority Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the Authority under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
  
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the Authority if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Authority's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
  
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Authority may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future Authority contracts for a period of time consistent with the seriousness of the breach.



## 15. CONFLICT OF INTEREST

- 15.1 No Authority employee whose position with the Authority enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.
- 15.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of, and its authorized officers have read, any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the Authority. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section will be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

## 16. CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the Authority and County's policy to conduct business only with responsible Contractors.

### 16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Authority may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the Authority.

### 16.3 Non-responsible Contractor

The Authority may debar a Contractor if the LA-RICS Board of Directors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the Authority or a nonprofit corporation created by the Authority, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the Authority, any other public entity, or a nonprofit corporation created by the Authority, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Authority or any other public entity.

### 16.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Authority will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:

(1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **16.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of Authority Contractors.

#### **17. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW**

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

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

## **18. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 18.1 The Contractor acknowledges that the Authority and County have established a goal of ensuring that all individuals who benefit financially from the Authority and County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the Authority and County and its taxpayers.
- 18.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **19. AUTHORITY'S QUALITY ASSURANCE PLAN**

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

## **20. DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS**

- 20.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to Authority or its member agencies facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

20.2 If the Contractor fails to make timely repairs, Authority may make any necessary repairs. All costs incurred by Authority, as determined by Authority, for such repairs must be repaid by the Contractor by cash payment upon demand.

## **21. EMPLOYMENT ELIGIBILITY VERIFICATION**

21.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

21.2 The Contractor must indemnify, defend, and hold harmless, the Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from employer sanctions and any other liability which may be assessed against the Contractor or the Authority or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **22. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

This Contract may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one (1) and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The Authority and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8 (Amendments) of this Contract and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **23. FAIR LABOR STANDARDS**

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

## **24. FORCE MAJEURE**

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

## **25. GOVERNING LAW, JURISDICTION, AND VENUE**

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



## 26. INDEPENDENT CONTRACTOR STATUS

- 26.1 This Contract is by and between the Authority and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Authority and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 26.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Authority will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 26.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Authority. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 26.4 The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality) of this Contract.

## 27. INDEMNIFICATION

The Contractor must indemnify, defend and hold harmless the County of Los Angeles, Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, and site owners, site lessors, and licensors ("Authority Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority Indemnitees.

## 28. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of Authority Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 28 (General Provisions for All Insurance Coverage) and 29 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the

"Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **28.1 Evidence of Coverage and Notice to Authority**

- Certificate(s) of insurance coverage (Certificate) satisfactory to Authority, and a copy of an Additional Insured endorsement confirming Authority and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to Authority at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to Authority not less than ten (10) days prior to Contractor's policy expiration dates. The Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Authority required endorsement forms.
- Neither the Authority's failure to obtain, nor the Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements must be sent to:

LA-RICS Authority  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
Attn: Executive Director, Scott Edson  
Email: [Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

Contractor also must promptly report to Authority any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the Authority or its member



agencies property, and any loss, disappearance, destruction, misuse, or theft of Authority property, monies or securities entrusted to Contractor. Contractor also must promptly notify Authority of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or Authority.

## **28.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, the Authority, its member agencies in the Authority, its directors, appointed officers, employees, agents, volunteers, trustees, and the site owner (collectively Authority and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the Authority. Authority and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the Authority. The full policy limits and scope of protection also must apply to the Authority and its Agents as an additional insured, even if they exceed the Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein. At the request of the Authority, Contractor must provide updated Certificate(s) of Insurance and/or additional insured endorsement(s) naming a specific Authority Indemnitee as described herein, within fourteen (14) day from the date of the request.

## **28.3 Cancellation of or Change in Insurance**

Contractor must provide Authority with, or Contractor's insurance policies must contain a provision that Authority will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the Authority, upon which the Authority may suspend or terminate this Contract.

## **28.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the Authority immediately may withhold payments due

to Contractor, and/or suspend or terminate this Contract. The Authority, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the Authority may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### **28.5 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the Authority with A.M. Best ratings of not less than A:VII unless otherwise approved by Authority.

### **28.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any Authority maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

### **28.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against Authority under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### **28.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide Authority with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the Authority and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain Authority's prior review and approval of any subcontractor request for modification of the Required Insurance.

### **28.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the Authority to pay any portion of any Contractor deductible or SIR. The Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the Authority, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation,

administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

### **28.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

### **28.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

### **28.12 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### **28.13 Alternative Risk Financing Programs**

The Authority reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The Authority and its Agents must be designated as an Additional Covered Party under any approved program.

### **28.14 Authority Review and Approval of Insurance Requirements**

The Authority reserves the right to review and adjust the Required Insurance provisions, conditioned upon Authority's determination of changes in risk exposures.

## **29. INSURANCE COVERAGE**

**29.1 Commercial General Liability insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Authority and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million

Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**29.2 Automobile Liability insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**29.3 Workers Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Authority as the Alternate Employer. The written notice must be provided to Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**29.4 Professional Liability/Errors and Omissions**

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

**29.5 Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification,

verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

### 30. LIQUIDATED DAMAGES

- 30.1 If, in the judgment of the Executive Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the Authority, will be forwarded to the Contractor by the Executive Director, or their designee, in a written notice describing the reasons for said action.
- 30.2 If the Executive Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or their designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director, or their designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor will be liable to the Authority for liquidated damages in said amount. Said amount will be deducted from the Authority's payment to the Contractor; and/or
  - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the Authority may correct any and all deficiencies and the total costs incurred by the Authority for completion of the work by an alternate source, whether it be Authority forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the Authority, as determined by the Authority.
- 30.3 The action noted in this Paragraph must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Authority cost due

to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 30.4 This Paragraph must not, in any manner, restrict or limit the Authority's right to damages for any breach of this Contract provided by law or as specified in Paragraph 30.2 above, and must not, in any manner, restrict or limit the Authority's right to terminate this Contract as agreed to herein.

### **31. MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the Authority.

### **32. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

32.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

32.2 Contractor certifies to the Authority each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

32.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of



pay or other forms of compensation, and selection for training, including apprenticeship.

- 32.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 32.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 32.6 The Contractor will allow Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 32 when so requested by the Authority.
- 32.7 If the Authority finds that any provisions of this Paragraph 32 have been violated, such violation will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Authority that the Contractor has violated the anti-discrimination provisions of this Contract.
- 32.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the Authority will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **33. NON EXCLUSIVITY**

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

**34. NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**35. NOTICE OF DISPUTES**

The Contractor must bring to the attention of the Authority's Project Manager and/or Authority's Project Director any dispute between the Authority and the Contractor regarding the performance of services as stated in this Contract. If the Authority's Project Manager or Authority's Project Director is not able to resolve the dispute, the Executive Director, or their designee will resolve it.

**36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

**37. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor must notify and provide to its employees, and must require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

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

**38. NOTICES**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be electronically sent or hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (Authority's Administration) and Exhibit D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director will



have the authority to issue all notices or demands required or permitted by the Authority under this Contract.

### **39. PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### **40. PUBLIC RECORDS ACT**

40.1 Any documents submitted by the Contractor; all information obtained in connection with the Authority's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 42 (Record Retention and Inspection/Audit Settlement) of this Contract become the exclusive property of the Authority. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The Authority will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

40.2 In the event the Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **41. PUBLICITY**

41.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Authority will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial

advertisements, press releases, feature articles, or other materials using the name of the Authority without the prior written consent of the Executive Director. The Authority will not unreasonably withhold written consent.

## 42. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the Authority, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the Authority during the term of this Contract and for a period of five (5) years thereafter unless the Authority's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Authority's option, the Contractor will pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 42.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the Authority will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 42.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 42 will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract.
- 42.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the Authority conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Contractor, then the difference must be either: a) repaid by the Contractor to the Authority by cash payment upon demand or b) at the sole option of the County's Auditor-

Controller, deducted from any amounts due to the Contractor from the Authority, whether under this Contract or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Contractor, then the difference will be paid to the Contractor by the Authority by cash payment, provided that in no event will the Authority's maximum obligation for this Contract exceed the funds appropriated by the Authority for the purpose of this Contract.

#### 43. RECYCLED BOND PAPER

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

#### 44. SUBCONTRACTING

44.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the Authority**. Any attempt by the Contractor to subcontract without the prior consent of the Authority may be deemed a material breach of this Contract.

44.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the Authority's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the Authority.

44.3 The Contractor must indemnify and hold the Authority harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

44.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the Authority's approval of the Contractor's proposed subcontract.

44.5 The Authority's consent to subcontract will not waive the Authority's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this Authority right.

44.6 The Authority's Executive Director is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and Subcontractor

employees. After approval of the subcontract by the Authority, Contractor will forward a fully executed subcontract to the Authority for their files.

- 44.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.
- 44.8 The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Authority from each approved Subcontractor. The Contractor must ensure delivery of all such documents to the following before any Subcontractor employee may perform any work hereunder:

LA-RICS Authority  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
Attn: Executive Director, Scott Edson  
Email: [Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

#### **45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 18 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract, will constitute default under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the Authority may terminate this Contract pursuant to Paragraph 47 (Termination for Default) and pursue debarment of the Contractor of this Contract, pursuant to [County Code Chapter 2.202](#).

#### **46. TERMINATION FOR CONVENIENCE**

- 46.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 46.2 After receipt of a notice of termination and except as otherwise directed by the Authority, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as would not have been terminated by such notice.
- 46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 42 (Record Retention and Inspection/Audit Settlement).
- 46.4 Authority will not incur any liability to Contractor, other than payment for work already performed and approved by the Authority, up to the date of termination.

## **47. TERMINATION FOR DEFAULT**

- 47.1 The Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Executive Director:
- Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure.
- 47.2 In the event that the Authority terminates this Contract in whole or in part as provided in Paragraph 47.1, the Authority may procure, upon such terms and in such manner as the may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 47.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 47.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 47.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 47.4 If, after the Authority has given notice of termination under the provisions of this Paragraph, it is determined by the Authority that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph 47.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 46 (Termination for Convenience).
- 47.5 The rights and remedies of the Authority provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **48. TERMINATION FOR IMPROPER CONSIDERATION**

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



## 49. TERMINATION FOR INSOLVENCY

49.1 The Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

49.2 The rights and remedies of the Authority provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 50. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

## 51. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

## 52. VALIDITY

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

## 53. WAIVER

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

## 54. WARRANTY AGAINST CONTINGENT FEES

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

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

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

Contractor acknowledges that it will follow County's established goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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



**56. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 55 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Contract will constitute default under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which the Authority may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**57. TIME OFF FOR VOTING**

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**58. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County or Authority will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County or Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**59. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material

breach of the Contract. In the event of such material breach, Authority may, in its sole discretion, terminate the Contract.

## **60. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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

## **61. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

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

## **62. INJURY AND ILLNESS PREVENTION PROGRAM**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

## **63. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

63.1 Contractor shall retain all copyright, patent, trade secret and other intellectual property rights Contractor may have in anything created or developed by Contractor for Authority under this Agreement. Subject to payment of all compensation due under this Agreement, Contractor grants Authority, a nonexclusive, perpetual, nontransferable, royalty-free license to use the Software.

- 63.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. The Authority will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 63.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the Authority as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 63.4 The Authority will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The Authority agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 63.5 Notwithstanding any other provision of this Contract, the Authority will not be obligated to the Contractor in any way under Paragraph 63.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends for any disclosure which the Authority is required to make under any state or federal law or order of court.

#### **64. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to an Authority staff member or a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County, and by extension to the Authority.

#### **65. SURVIVAL**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/ Termination of Agreement
Paragraph 7.5	Confidentiality
Paragraph 8	Amendments
Paragraph 9	Assignment and Delegation/Mergers or Acquisitions
Paragraph 23	Fair Labor Standards
Paragraph 24	Force Majeure
Paragraph 25	Governing Law, Jurisdiction, and Venue
Paragraph 27	Indemnification
Paragraph 28	General Provisions for all Insurance Coverage
Paragraph 29	Insurance Coverage
Paragraph 30	Liquidated Damages
Paragraph 38	Notices
Paragraph 42	Record Retention and Inspection/Audit Settlement
Paragraph 46	Termination for Convenience
Paragraph 47	Termination for Default
Paragraph 52	Validity
Paragraph 53	Waiver
Paragraph 61	Prohibition from Participation in Future Solicitation(s)
Paragraph 63	Ownership of Materials, Software and Copyright
Paragraph 64	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 65	Survival

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

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

GENCORE CANDEO, LTD  
dba THE GENESIS GROUP

By \_\_\_\_\_  
Scott Edson, Executive Director

By \_\_\_\_\_  
(Contractor, Title)

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

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

## **SCOPE OF WORK**

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

### **A. AUTHORITY'S PROJECT MANAGER**

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

### **B. SCOPE OF WORK**

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

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

### **C. GENWATCH UNIFIED EVENT MANAGER (UEM) ENHANCEMENT SERVICES**

#### **1. Description of Service**

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

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

2. Pre-Installation Responsibilities

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

3. Software Services

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

4. Training

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

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

1. Description of Service

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

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

2. Pre-Installation Responsibilities
  - a. Contractor must confirm all the contained information in Attachment 2 (GenWatch3-ATIA Pre-Installation Information (IMW Add-On to Existing GenWatch3-ATIA, v1 Jan 22) to this Exhibit A (Scope of Work) is completed by the Authority and/or MSI and Contractor verifies all information is accurate and comprehensive.
  - b. If requested by the Authority, Contractor must participate in a technical kickoff meeting with Authority, MSI, and any additional stakeholders to review the implementation processes and expectations, discuss the placement of machines, discuss design considerations, and address any questions.
3. Software Services
  - a. Contractor will provide GenWatch Location Services (IMW Enhancement) for Primary and DSR Core.
4. Training
  - a. Contractor will provide installation and training services, remotely and on-site. Services include, but are not limited to, preparation calls, remote installation and configuration and up to three (3) days of on-site Work to perform system optimization and training with one (1) Genesis representative. These installation and training services require remote access.

**E. TESTING**

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

**F. AUTHORITY RESPONSIBILITIES**

- GenWatch3-Data must be ordered.



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

**G. WARRANTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **GenWatch3-ATIA Pre-Installation Information (Non-Redundant, UEM Add-on) (v2 Jan 22)**

1. **Northbound Interface (NBI) needs to be licensed/enabled on the UEM(s). Check Off** \_\_\_\_\_
2. Zone ID(s) being monitored: \_\_\_\_\_
3. Provide a list of RF Site and Subsite Numbers with GPS Coordinates and their Names and number of channels each, and whether each channel is TDMA, FDMA, or both. **Attach/Check Off** \_\_\_\_\_
4. Provide a list of Console Site Numbers with GPS Coordinates and their names. **Attach/Check Off** \_\_\_\_\_
5. Provide a list of GPS coordinates and friendly location names for all network devices monitored not collocated at a site. **Attach/Check Off** \_\_\_\_\_
6. Provide the UEM SNMP AuthPriv user name and password. \_\_\_\_\_
7. Genesis Reader(s) Primary IP Address(es). (there will be one reader for each zone or DSR). This will normally be the IP address that is used in TNCT for the ATIA Server and NBI MoM Function.  
  
IP Address(es): \_\_\_\_\_  
Netmask \_\_\_\_\_  
Gateway(s): \_\_\_\_\_
8. Genesis Data Proc/Server IP Address/Netmask/Gateway: \_\_\_\_\_
9. Genesis Client1 Machine IP Address/Netmask/Gateway: \_\_\_\_\_
10. Additional Genesis Provided Client Machines IP  
Address(es) \_\_\_\_\_  
Netmask: \_\_\_\_\_  
Gateway: \_\_\_\_\_
11. **UEM Northbound interface, firewall(s), and Border router(s) need to be configured to send SNMP on UDP port 162 to the readers and to allow reader(s) to send UDP 8001 to the UEM. Check Off** \_\_\_\_\_
12. Remote access to the DataProc Server setup to allow Genesis to begin configuration and for troubleshooting. **Check Off** \_\_\_\_\_



## ATTACHMENT 1

### The Genesis Group

5800 Eagles Nest Blvd.

Tyler, TX 75703

(903)787-7400

Support@genesisworld.com

13. iVista Map layer utilizes an onboard Map Tile Server with a Static map. If it is desired to have a dynamically updated map from the internet, then the clients will need internet access (Optional).

**Check Off** \_\_\_\_\_

14. The GenWatch Trigger Module allows notification via a pop-up alert window when user settable events occur on the radio system. If it is desired to have those alerts emailed to users then configure the network to allow the Server/Host machine to have connectivity to an email server (Optional) **Check**

**Off** \_\_\_\_\_

#### MOTOROLA TECHNICAL CONTACT FOR COORDINATING THE INSTALLATION AND NETWORK CONFIGURATION:

NAME: \_\_\_\_\_

CELL: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

#### NOTES:

A technical kickoff call between Motorola ST or engineer and Genesis Support should be scheduled as early as possible to discuss the placement of the machines, discuss design considerations, and to answer any questions.

Generally, the Readers are located on the CEN of each Zone, then the Data Processor Server on one of the CENs. The Client machines can be placed where desired provided they have connectivity back to the Data Processor Server. Please refer to the example diagram provided. The Data Processor Server can be located on another network provided it has connectivity to the readers. It initiates connection to readers on TCP Ports 8503 and 8520. There also needs to be ICMP, file sharing, and remote desktop connectivity between all machines for troubleshooting and maintenance.

The Client machines can have static or dynamic addresses. They must have routable connectivity to the Data Processor Server on TCP ports 10300 through 10360, 1433, 443, 8081, 13001, and 13003.

**After the hardware is cold installed and configured with IPs, Genesis Support will need remote access to the machines to verify that data streams are being received and connectivity exists before going onsite.**



## **GenWatch3-ATIA Pre-Installation Information (IMW add-on to Existing GenWatch3-ATIA) (v1.0 Jan 22)**

### **THE FOLLOWING IMW CONFIGURATION NEEDS TO BE MADE:**

1. Motorola Astro Release for radio system: \_\_\_\_\_
2. Uns\_location\_ml, and uns\_presence\_pn Need to be licensed on the IMW. **Check Off** \_\_\_\_\_
3. IMW needs to be configured with security group that will hold all the subscribers under the desired agency. **Check Off** \_\_\_\_\_
4. In IMW, the subscribers need to be assigned to the security group. **Check Off** \_\_\_\_\_
5. In IMW, configure API Endpoints (AEs) for GenWatch3 to connect to. **Check Off** \_\_\_\_\_
6. Import Genesis provided API License key into the IMW. **Check Off** \_\_\_\_\_
7. In IMW, create an application, assigning the client ID and password that GenWatch3 will use to connect. **Check Off** \_\_\_\_\_
8. In IMW, assign the new application to the security group of the agency. **Check Off** \_\_\_\_\_
9. Export UNS SSL root and intermediate certificates and provide to Genesis. **Check Off** \_\_\_\_\_
10. Identity manager (IDM) needs to be configured with the Genesis Client ID that was assigned in IMW for GenWatch3 application. **Check Off** \_\_\_\_\_

### **THE FOLLOWING INFORMATION NEEDS TO BE PROVIDED TO GENESIS:**

1. Astro System WACN/System ID (hex) \_\_\_\_\_
2. Client ID/ParlayX API Access password assigned for Genesis Application  
\_\_\_\_\_



**ATTACHMENT 2**  
**The Genesis Group**  
5800 Eagles Nest Blvd.  
Tyler, TX 75703  
(903)787-7400  
Support@genesisworld.com

3. API Endpoint (AE) IP address, and if there is a virtual (floating IP) also include that

\_\_\_\_\_

4. Identity Manager (idm) IP address \_\_\_\_\_

5. Agency Domain (SIP Domain) \_\_\_\_\_

6. Fully qualified domain name for the UNS \_\_\_\_\_

7. Fully qualified domain name for the Identity Manager (IDM) \_\_\_\_\_

8. Security Group of all the subscribers for the agency \_\_\_\_\_

**MOTOROLA TECHNICAL CONTACT FOR COORDINATING THE INSTALLATION AND NETWORK CONFIGURATION:**

NAME: \_\_\_\_\_

CELL: \_\_\_\_\_

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

**NOTES:**

There needs to be a call between Motorola ST or engineer and Genesis Support as early as possible to discuss design considerations, and to answer any questions.

## SCHEDULE OF PRICES

Pursuant to this Exhibit B (Schedule of Prices) and Section 5 (Contract Sum) of the Contract and for the work described in Exhibit A (Scope of Work) of the Contract, Contractor will submit an invoice for services performed based on the amounts inclusive of materials, labor, permits, equipment, taxes, shipping, insurance, any and all fees, travel (including, but is not limited to, transportation, lodging, meals, transfer, etc.), and quantities set forth in Line Items Nos. 1 - 6 in the respective Price Schedule Tables detailed in this Exhibit B (Schedule of Prices).

### PRICE SCHEDULE TABLES

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

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

### SCHEDULE OF PRICES SUMMARY TABLE

<b>SCHEDULE OF PRICES SUMMARY</b>		
Item	Description	Total
1.	GenWatch Unified Event Manager (UEM) Enhancement Services (Line Item Nos. 1-3)	<b>\$56,364</b>
2.	GenWatch Location Services – IMW Archiving, Reporting, and Live Display (Line Item Nos. 4-6)	<b>\$77,405</b>
<b>TOTAL CONTRACT AMOUNT:</b>		<b>\$133,769</b>

## AUTHORITY'S ADMINISTRATION

### AUTHORITY'S EXECUTIVE DIRECTOR:

Name: Scott Edson

Title: Executive Director

Address: 2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

Telephone: (323) 881-8281

E-mail Address: scott.edson@la-rics.org

### AUTHORITY'S PROJECT DIRECTOR:

Name: Ted Pao

Title: Chief Technology Officer (Authority Project Director)

Address: 2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

Telephone: (323) 881-8028

E-mail Address: tpao@lasd.org

### AUTHORITY'S PROJECT MANAGER:

Name: Justin Compito

Title: IT Manager (Authority Project Manager)

Address: 2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

Telephone: (703) 674-7894

E-mail Address: jcompito.consultant@isd.lacounty.gov

### AUTHORITY'S CONTRACT ANALYST:

Name: Melissa Saradpon

Address: 2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

Telephone: (323) 881-8289

E-mail Address: Melissa.Saradpon@la-rics.org



## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: [Click or tap here to enter text.](#)

### CONTRACTOR'S PROJECT MANAGER:

Name: [Click or tap here to enter text.](#)  
Title: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: [Click or tap here to enter text.](#)  
Title: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

Name: [Click or tap here to enter text.](#)  
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Address: [Click or tap here to enter text.](#)  
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Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

### NOTICES TO CONTRACTOR:

Name: [Click or tap here to enter text.](#)  
Title: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

SAFELY SURRENDERED BABY LAW

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

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



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

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

### **FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER**

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

No shame | No blame | No names



### **ABOUT THE BABY SAFE SURRENDER PROGRAM**

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

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

No shame | No blame | No names

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

**1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)**

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



No shame | No blame | No names







## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

April 3, 2025

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

Dear Directors:

### **APPROVE A SOLE SOURCE AGREEMENT WITH COMPCOM, LLC FOR CONSULTANT SERVICES TO PROVIDE INFORMATION TECHNOLOGY (IT) SERVICES AS THE IT MANAGER**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to enter into a sole source agreement (Agreement) with CompCom, LLC (i.e. Justin Compito) to provide Information Technology (IT) services, in the capacity of Information Technology Manager (IT Manager) to the Authority. The term of the Agreement will be for three (3) years, commencing upon the date of execution, with two (2) one-year renewal options, which may be exercised at the sole discretion of the Authority. The billed hourly rate will be \$130, with a contract amount of \$226,330 per year.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve an Agreement between the Authority and CompCom, LLC (i.e. Justin Compito), similar in form to the enclosed Agreement (**Enclosure**), to provide the Authority with Information Technology Consultant services as the Information IT Manager for a billed hourly rate of \$130, with a total contract amount of \$226,330 per year, and an initial three (3) year term, commencing upon the date of execution of the Agreement, with two (2) one-year renewal options, which may be exercised at the sole discretion of the Authority.
2. Delegate authority to the Executive Director to increase the contract amount annually by an additional aggregate not-to-exceed amount of \$38,850 at a billed hourly rate of \$150 for additional work, tasks, services, not included in the scope of

**AGENDA ITEM J**

work. Any such increase will be memorialized in the form of one or more amendments, provided any such amendments are approved as to form by Counsel to the Authority and does not exceed \$38,850 per year.

3. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar in form to the enclosed Agreement (**Enclosure**).
4. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, provided any such amendments are approved as to form by Counsel to the Authority.

### **BACKGROUND**

As your Board is aware, the Authority achieved Final LMR System Acceptance in November 2023, which was immediately followed by the successful completion of the one-year Warranty Period in November 2024. Since then, the Authority entered into the Maintenance and Operations phase of the project, which is comprised of certain work provided by Motorola Solutions, Inc. (MSI) and certain other work provided by the County of Los Angeles Department of Internal Services (ISD). During this Maintenance and Operations phase, it is necessary to have a dedicated position (i.e. an IT Manager) to manage and oversee the LMR System's operational requirements, which at present is staffed via the Jacobs Project Management contract, by Mr. Justin Compito.

The IT Manager role involves overseeing the intricate management of a multifaceted radio system characterized by advanced technology, a complex network topology, and the diverse operational requirements of first responders. Complex issues include the management of fifty-nine (59) interconnected sites, operation of the network operation center, collaboration with various service providers supporting the network, fiscal management, staffing coordination, and day-to-day operational challenges. Rapid identification and resolution of service outages impacting first responders are critical, requiring decisive solutions. Additionally, the position addresses the complexities of ensuring interoperability with other radio systems to guarantee seamless communication for all first responders in the region.

With the Jacobs agreement coming to a close, the Authority sought other means to fill the vacancy, including through the County hiring process. Mr. Compito is following the County employment application process, and given his qualifications, familiarity with the LMR System and demonstrated capabilities we have identified him as the ideal candidate for this position, with this sole source agreement as the vehicle through which we can retain him without interruption on the project.

Mr. Justin Compito, owner of CompCom, LLC, has been working on the LA-RICS project since 2011 in various capacities. Mr. Compito has a Bachelor of Science in Electrical

Engineering from the Virginia Polytechnic Institute and State University and he is a Certified Information Systems Security Professional (CISSP). Mr. Compito has considerable knowledge and extensive experience with LA-RICS as well as the development and the integral interworking's of the LMR System, including but not limited to the following:

- ✓ P25 radio technology and P25 system operations
- ✓ Analog simulcast radio systems and narrowband/broadband data systems
- ✓ Motorola Astro P25 radio network operations
- ✓ Motorola APX programming and radio management
- ✓ Network Operations Center (NOC) oversight and management
- ✓ LMR System Standard Operating Procedures (SOP)
- ✓ Network operation policies and procedures
- ✓ Change Management processes
- ✓ Subscriber best management practices
- ✓ Fleet mapping and talkgroup management
- ✓ Telecomm network alarm monitoring
- ✓ System reporting and incident response and resolution management
- ✓ Radio frequency coordination and system interference resolution
- ✓ Cybersecurity monitoring and reporting

Mr. Compito is currently assisting LA-RICS Technical Lead, Mr. Ted Pao, in all aspects of the LMR System oversight from both a technical and engineering perspective. Since your Board's approval to enter into sole source negotiations for the IT Manager position in May of 2024, Mr. Compito has assumed the management role of MSI's contract performance monitoring and enforcement of service level agreement. Mr. Compito has been instrumental in among other things, ensuring the LMR System is operating at the public safety grade level ensuring operations and network issues are resolved in a timely manner. Mr. Compito is not only a critical member of a small-scale technical team, but as demonstrated above, has the requisite experience, knowledge and unique skillset necessary to immediately fill the IT Manager position.

It is for these reasons, on May 2, 2024, your Board delegated authority to the Executive Director to enter into negotiations for a sole source agreement with CompCom, LLC for the very specialized IT Manager Consultant Services. Authority staff and Mr. Compito have negotiated a sole source agreement, substantially similar to the Enclosure, which includes a scope of work that will provide the Authority with the necessary IT Manager position, which is critical to ensure the ongoing operations, integrity, and management of the LMR System are maintained and preserved.

In light of this information, we are requesting your Board's approval to allow the Authority to authorize the Executive Director to execute a sole source agreement with CompCom, LLC.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to approve the Agreement with CompCom, LLC for consultant services for Mr. Compito to serve as the IT Manager for a billed hourly rate of \$130, with a contract amount of \$226,330 per year. Additionally, the recommended actions reflect delegating authority to the Executive Director to increase the annual contract amount by an additional aggregate not-to-exceed amount of \$38,850 per year at a billed hourly rate of \$150 for additional work, tasks, services, not included in the scope of work.

Should your Board approve, the Agreement will be for an initial three (3) year term, commencing upon the date of execution of the Agreement, with two (2) one-year renewal options, which if exercised will be at the sole discretion of the Authority.

### **CONTRACTING PROCESS**

As the Authority has adopted the County of Los Angeles' procurement mode, pursuant to the Board of Supervisor's Policy No. 5.100 (Sole Source Contracts and Amendments), on May 2, 2024, the Authority notified your Board of the Executive Director's intent to enter into negotiations for a sole source agreement with CompCom, LLC (i.e. Justin Compito) for IT Manager Consultant Services. The Agreement before your Board for consideration is the result of successful negotiations with CompCom, LLC. The CompCom Agreement is based on the County's Professional Services Agreement and includes all the standard provisions for indemnity, insurance, termination for convenience, and termination for default. This Agreement also includes a Cost of Living Adjustment (COLA), which must be requested by the Consultant. A COLA would only be granted if requested by the Consultant and approved by your Board. Further, any such COLA would be the general salary movement for County employees in the previous year, if granted, or the CPI index change for this region, whichever is less.

### **FISCAL IMPACT/FINANCING**

The annual not-to-exceed amount of \$226,330, with a billed hourly rate of \$130, which if approved by your Board, will be funded by State Budget Act funds of 2022 as well as Subscriber Agreement Revenue in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget. The LA-RICS Adopted Budget includes \$293,274 for the Section Manager, Information Technology position, with the recommended action realizing an annual savings of \$66,944. Currently, this position is filled via the Jacobs contract, with an annual amount of \$325,000, with the recommended action realizing an



annual savings of \$98,670. Future funding for this position will be addressed in subsequent fiscal years via the LA-RICS annual budget adoption process.

Lastly, should your Board approve delegating authority to the Executive Director to increase the annual contract amount by an additional aggregate not-to-exceed amount of \$38,850 per year at a billed hourly rate of \$150 for additional work, tasks, services, not included in the scope of work, such work will be funded by State Budget Act funds of 2022 as well as Subscriber Agreement Revenue in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

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

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

Enclosure

cc: Counsel to the Authority



**LA-RICS**

**CONTRACT NO. LARICS 021**

**BY AND BETWEEN**

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

**AND**

**COMPCOM, LLC**

**FOR**

**AGREEMENT FOR CONSULTANT SERVICES  
INFORMATION TECHNOLOGY (IT) MANAGER**

**AGENDA ITEM J - ENCLOSURE**

**AGREEMENT FOR CONSULTANT SERVICES  
INFORMATION TECHNOLOGY (IT) MANAGER**

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**EXHIBITS**

- EXHIBIT A SCOPE OF WORK**
- EXHIBIT B INFORMATION SECURITY AND PRIVACY REQUIREMENTS**
- EXHIBIT C SAFELY SURRENDERED BABY LAW**

**AGREEMENT FOR CONSULTANT SERVICES  
INFORMATION TECHNOLOGY (IT) MANAGER**

This Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, a California Joint Powers Authority (hereinafter referred to as the Authority) and Justin Compito, individually and as a sole proprietor doing business as CompCom, LLC (hereinafter referred to as Consultant), collectively the Parties.

**RECITALS**

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

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

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

**1. APPLICABLE DOCUMENTS**

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

**EXHIBITS:**

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

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

## 2. DEFINITIONS

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

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

### 3. STATUS OF CONSULTANT

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



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

#### **4. CONSULTANT'S SERVICES**

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

#### **5. CONSIDERATION**

##### **5.1 Total Contract Sum**

In consideration of the performance by Consultant in a manner satisfactory to the Authority of the services described in Section 4 (Consultant's Services) above, including receipt and acceptance of such work by Executive Director, the Authority agrees to compensate the Consultant a billed hourly rate of One Hundred Thirty Dollars (\$130) per hour with a Total Contract Sum not-to-exceed Two Hundred Twenty-Six Thousand, Three Hundred Thirty Dollars (\$226,330) per year. The Authority does not warrant or represent that it will authorize the Consultant to perform any work or services of any specific monetary amount under this Agreement.

##### **5.2 Written Approval for Reimbursement**

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

**5.3 Notification of 75% of Total Contract Sum**

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

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

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

**5.5 Invoices and Payments**

5.5.1 The Consultant must invoice the Authority only for providing the tasks, deliverables, goods, services, work hours and facility and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder and provide information that describes the work performed. The Consultant must prepare invoices, which will include the charges owed to the Consultant by the Authority under the terms of this Agreement.

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

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

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

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

**5.5.5 Authority Approval of Invoices**

All invoices submitted by the Consultant for payment must have the written approval of the Authority's Chief Technology Officer (CTO) set forth in Exhibit A (Scope of Work) prior to any payment thereof. In no event will the Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.6 Cost of Living Adjustments (COLA)**

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

**6. EQUIPMENT AND SUPPLIES**

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

**7. AUTHORITY'S RESPONSIBILITIES**

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

**8. AUTHORITY'S REPRESENTATIVE**

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

## **9. TERM AND TERMINATION**

### **9.1 Term**

The term of this Agreement shall be for a period of three (3) years commencing on the date of execution of the Agreement by both parties. At the sole discretion of the Authority, this Agreement may be extended for two (2) additional one-year terms, not to exceed a total contract period of five (5) years. No work will proceed until a Notice to Proceed is issued by the Authority.

### **9.2 Six (6) Month Notification**

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

### **9.3 Termination for Convenience**

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

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

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

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

### **9.4 Termination for Default**

9.4.1 The Authority may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of Authority's Chief Technical Officer (CTO):

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

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

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

9.4.4 If, after the Authority has given notice of termination under the provisions of Section 9.4 (Termination for Default) it is determined

by the Authority that the Consultant was not in default under the provisions of Section 9.4 (Termination for Default) or that the default was excusable under the provisions of subparagraph 9.4.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 9.3 (Termination for Convenience).

- 9.4.5 The rights and remedies of the Authority provided in this Section 9.4 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **9.5 Termination for Improper Consideration**

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

## **9.6 Termination for Insolvency**

- 9.6.1 The Authority may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Consultant. The Consultant will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;



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

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

### **9.7 Termination for Non-Adherence of County Lobbyist Ordinance**

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

### **9.8 Termination for Non-Appropriation of Funds**

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

## **10. AMENDMENTS**

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

10.2 The Authority may require the addition and/or change of certain terms and conditions in the Contract during the term of this Agreement. The Authority reserves the right to add and/or change such provisions as required by the Authority or the County' of Los Angeles Board of Supervisors. To implement such changes, an Amendment or a change order to the Agreement shall be prepared and executed by the Consultant and by the Executive Director.

- 10.3 The Authority, at its sole discretion, may authorize extensions of time as defined in Section 9 (Term and Termination). The Consultant agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions, except the parties may negotiate an hourly rate change if needed. To implement an extension of time, an Amendment to the Agreement must be prepared and executed by the Consultant and the Executive Director.
- 10.4 For any change, which does not materially affect the Scope of Work or any other term or condition included under this Agreement, an Amendment shall be prepared by the Authority and signed by the Consultant.

## **11. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

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

## **12. AUTHORIZATION WARRANTY**

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the



Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

### **13. BUDGET REDUCTIONS**

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

### **14. COMPLIANCE WITH APPLICABLE LAW**

14.1 In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

14.2 Consultant shall indemnify, defend, and hold harmless the Authority, its member agencies in the Authority, its directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by the Authority. Notwithstanding the preceding sentence, the Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, Authority shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Consultant for all such costs and

expenses incurred by the Authority in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the Authority without the Authority's prior written approval.

## **15. COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

## **16. COMPLIANCE WITH JURY SERVICE PROGRAM**

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

16.1 Unless Consultant, also referred herein as Contractor, has demonstrated to the Authority's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

16.2 For purposes of this Paragraph, Consultant means a person, partnership, corporation or other entity which has a Contract with the County or the Authority or a subcontract with a County or Authority Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or Authority Contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subcontractor to perform

services for the Authority under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

## **17. CONFIDENTIALITY**

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

## **18. CONFLICT OF INTEREST**

- 18.1 No Authority employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.
- 18.2 Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Consultant shall comply

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

## **19. BACKGROUND AND SECURITY INVESTIGATIONS**

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

## **20. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING**

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

## **21. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

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

## 22. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

## 23. CONSULTANT RESPONSIBILITY AND DEBARMENT

- 23.1 A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's and by extension the Authority's policy to conduct business only with responsible Contractors.
- 23.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the Authority acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the Authority may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Authority Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the Authority.
- 23.3 The Authority may debar a Contractor if the LA-RICS Board of Directors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the Authority or a nonprofit corporation created by the Authority or County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the Authority, any other public entity, or a nonprofit corporation created by the Authority or County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Authority or any other public entity.

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



- procedures as for a debarment hearing.
- 23.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 23.10 These terms shall also apply to subcontractors of Authority Contractors.

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

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

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

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

- 25.1 Consultant acknowledges that the Authority and County has established a goal of ensuring that all individuals who benefit financially from the Authority and County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the Authority and County and its taxpayers.
- 25.2 As required by [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting' Consultants duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 25.3 Failure of Consultant to maintain compliance with these requirements

shall constitute a default by Consultant under this Agreement.

**26. AUTHORITY'S QUALITY ASSURANCE PLAN**

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

**27. AUTHORITY RIGHTS**

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

**28. DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS**

28.1 When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to Authority or its member agencies facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

28.2 If the Consultant fails to make timely repairs, the Authority may make any necessary repairs. All costs incurred by the Authority, as determined by the Authority, for such repairs shall be repaid by the Consultant by cash payment upon demand.

**29. EMPLOYMENT ELIGIBILITY VERIFICATION**

29.1 Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they



- currently exist and as they may be hereafter amended.
- 29.2 Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless the Authority, its member agencies in the Authority, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors from employer sanctions and any other liability which may be assessed against Consultant or the Authority in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

### **30. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

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

### **31. FAIR LABOR STANDARDS**

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

### **32. FORCE MAJEURE**

- 32.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's

subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- 32.2 Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subparagraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- 32.3 In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### **33. GOVERNING LAW, JURISDICTION, AND VENUE**

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

### **34. INDEPENDENT CONSULTANT STATUS**

- 34.1 This Agreement is by and between the Authority and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Authority and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 34.2 The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to the Authority pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of

- Consultant and not of the Authority.
- 34.3 Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

## **35. INDEMNIFICATION AND INSURANCE**

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

coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

**36. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 36.1 The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
  
- 36.2 The Consultant certifies to the Authority each of the following:
  - a. That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
  
  - b. That Consultant periodically conducts a self-analysis or utilization analysis of its work force.
  
  - c. That Consultant has a system for determining if its employment practices are discriminatory against protected groups.
  
  - d. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
  
- 36.3 The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  
- 36.4 The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
  
- 36.5 The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Agreement or under any project, program, or activity supported by this Agreement.

- 36.6 The Consultant shall allow Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section when so requested by the Authority.
- 36.7 If the Authority finds that any provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Authority may terminate or suspend this Agreement. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the Authority that the Consultant has violated the anti-discrimination provisions of this Agreement.
- 36.8 The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

### **37. NON EXCLUSIVITY**

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

### **38. NOTICE OF DELAYS**

Except as otherwise provided under this Agreement, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other Party.

### **39. NOTICE OF DISPUTES**

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

## 40. NOTICES

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

### AUTHORITY

LA-RICS  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
Scott Edson, Executive Director  
[Scott.Edson@la-rics.org](mailto:Scott.Edson@la-rics.org)

### CONSULTANT

CompCom, LLC  
1120 W. 6<sup>th</sup> Street, Apt. 1625  
Los Angeles, CA 90017  
Justin Compito, Managing Member  
[jcompito@compcom.net](mailto:jcompito@compcom.net)

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

## 41. OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

- 41.1 The Authority will be the sole owner of all right, title and interest, including copyright, in and to all deliverables, reports, notes, documents, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Consultant's work pursuant to this Agreement. The Consultant, for valuable consideration herein provided, assigns and transfers to, and vests in the Authority all of the Consultant's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Consultant's work under this Agreement.
- 41.2 During the term of this Agreement and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Consultant's working papers prepared under this Agreement. The Authority will have the right to inspect, copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.
- 41.3 Any and all materials, software and tools which are developed or were originally acquired by the Consultant outside the scope of this Agreement, which the Consultant desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Consultant to the Authority's Chief Technical Officer (CTO) as proprietary or confidential, and must be plainly and prominently marked by the Consultant as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 41.4 The Authority will use reasonable means to ensure that the Consultant's proprietary and/or confidential items are safeguarded and held in confidence. The Authority agrees not to reproduce, distribute or disclose to



non-Authority entities any such proprietary and/or confidential items without the prior written consent of the Consultant.

- 41.5 Notwithstanding any other provision of this Agreement, the Authority will not be obligated to the Consultant in any way under subsection 41.4 for any of the Consultant's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 41.3 or for any disclosure which the Authority is required to make under any state or federal law or order of court.

## **42. PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

## **43. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

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

## **44. PUBLIC RECORDS ACT**

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

44.2 In the event the Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

## **45. PUBLICITY**

45.1 The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the Authority shall not inhibit the Consultant from publishing its role under this Agreement within the following conditions:

- a. The Consultant shall develop all publicity material in a professional manner; and
- b. During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Executive Director. The Authority shall not unreasonably withhold written consent.

45.2 The Consultant may, without the prior written consent of Authority, indicate in its proposals and sales materials that it has been awarded this Contract with the Authority, provided that the requirements of this Section shall apply.

## **46. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

46.1 The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Consultant agrees that the Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the Authority during the term of this Agreement and for a period of five (5) years thereafter unless the Authority's written permission is given to



dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Authority's option, the Consultant shall pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 46.2 In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the Authority or the County's Auditor-Controller, on behalf of the Authority, within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.3 Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the Authority may terminate or suspend this Agreement.
- 46.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Agreement, representatives of the Authority conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Consultant, then the difference shall be either: a) repaid by the Consultant to the Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the Authority, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the Authority to the Consultant, then the difference shall be paid to the Consultant by the Authority by cash payment, provided that in no event shall the Authority' maximum obligation for this Agreement exceed the funds appropriated by the Authority for the purpose of this Agreement.

#### **47. RECYCLED BOND PAPER**

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

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

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

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

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

**50. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING**

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

**51. VALIDITY**

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

**52. WAIVER**

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

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

- 53.1 Consultant acknowledges that the County, and by extension the Authority, has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 53.2 Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

**54. WARRANTY AGAINST CONTINGENT FEES**

- 54.1 The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.
- 54.2 For breach of this warranty, the Authority shall have the right to terminate this Contract and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**55. INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

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

**56. ENTIRE AGREEMENT**

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

\* \* \*

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

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

COMPCOM, LLC

By \_\_\_\_\_  
Scott Edson, Executive Director

By \_\_\_\_\_  
Justin Compito

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

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**SCOPE OF WORK  
INFORMATION TECHNOLOGY (IT) MANAGER  
CONSULTANT SERVICES**

**A. AUTHORITY'S CHIEF TECHNOLOGY OFFICER (CTO)**

The Authority's Chief Technology Officer (CTO) who will oversee the Consultant's work will be Ted Pao who can be contacted at (323) 881-8028 or at [tpao@lasd.org](mailto:tpao@lasd.org) and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Executive Director or the CTO are the only persons authorized by the Authority to request work of the Consultant.

**B. WORK LOCATION**

The primary work location is as follows:

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

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

**C. HOURS AND DAYS OF SERVICE**

The hours of services shall be primarily available during normal business hours, which is 7 a.m. to 5:30 p.m. Monday through Thursday or other 8 a.m. to 4:30 p.m. Monday through Friday, except County observed holidays, unless otherwise agreed upon between the Authority and Consultant. However, there may be instances when the Consultant will be required to work outside of normal business hours in order to perform the work and services set forth in this Exhibit A (Scope of Work).

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

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

**D. WORK DESCRIPTION/CONSULTANT RESPONSIBILITIES**

The IT Manager role, which will be performed by the Consultant, will also among other things, serve as the LMR System Manager. Such responsibility, includes but is not limited to overseeing the intricate management of a multifaceted radio system (i.e. the LA-RICS LMR System), characterized by advanced technology, a complex network topology, and the diverse operational requirements of first responders. Complex issues include the management of fifty-nine (59) interconnected sites, operation of the network operation center, collaboration with various service providers supporting the network, fiscal management, staffing coordination, and day-to-day operational challenges. Rapid identification and resolution of service outages impacting first responders are critical, requiring decisive solutions. Additionally, the Consultant will be required to address the complexities of ensuring interoperability with other radio systems to guarantee seamless communication for all first responders in the region.

The Consultant will provide IT Manager (i.e. LMR System Manager) Consultant Services as follows:

1. The Consultant will report directly to the Authority CTO. Consultant will manage the LMR System management team by performing P25 telecommunications equipment and system operation, maintenance, repair, installation, modification and/or related technical support activities. The Consultant will also take direction from the Authority's Executive Director, as may be needed from time to time.
2. The Consultant will direct the daily operations of the LMR System management analyzing workflow, establishing priorities, developing standards and setting deadlines as well as assigning and evaluating the work of subordinate staff.
3. Under the direction of the CTO, the Consultant will support the strategic goals and objectives of the LA-RICS LMR network, the LA-RICS Technical Committee, LA-RICS Operations Committee, and any Ad-Hoc Committee(s), providing recommendations to address complex issues impacting the LMR System, including but not limited to, coverage, capacity, operational organization including fleet mapping and frequency coordination, as well as system interference. The Consultant must apply advanced methodologies, principles and concepts to coordinate LMR System functions and performance.

4. The Consultant must identify and resolve complex problems stemming from interagency interoperable communications. This requires Consultant to utilize written and oral communication to coordinate projects and activities amongst the various disciplines (Law, Fire and EMS) including but not limited to development of operational procedures and policies (e.g. Standard Operating Procedures (SOP), etc.). Consultant must also provide onboarding strategy and technical support to assist new LA-RICS Subscriber or Affiliate agencies.
5. The Consultant is required to meet with Executive and Senior management, Subscribers, Affiliates, Supervisors, consultants, vendors and others to solicit cooperation, resolve problems, and streamline or improve existing operations.
6. The Consultant will prepare and review project progress and/or maintenance status reports, trouble tickets, alarming reports and other system performance reports with corresponding analysis and recommendations.
7. The Consultant may be required to recruit and train new staff and participate in hiring decision(s) for the LA-RICS technical team.
8. The Consultant will stay abreast of advances in P25 radio technology, public safety communications policy and best practices.
9. The Consultant may be requested to perform other work, tasks, services, duties, not otherwise described in this Exhibit A (Scope of Work), as may be necessary, to carry out the Authority's goals and objectives. Any request by the Authority for such work, tasks, services, duties will be reasonable and will be mutually agreed to by both parties prior to the commencement of any such work. The Authority and the Consultant may mutually agree to develop a quote and amend the Agreement pursuant to Section 10 (Amendments) to include work that is not reasonably included in the scope of the LMR System Manager responsibilities set forth in this Exhibit A (Scope of Work).

**E. CONSULTANT QUALIFICATIONS**

The Consultant must:

1. Have a Bachelor's Degree in Electronic Engineering, Telecommunications Engineering, or an IT related field.
2. Have a minimum of ten (10) years' experience as a System Engineer designing, implementing, and managing a Public Safety P25 simulcast radio system, analog simulcast radio system, and narrowband/broadband data systems.

3. Have experience in managing and maintaining Motorola ASTRO25 trunked simulcast system within the last five (5) years (version 7.14 or later).
4. Have experience with creating performance and utilization reports on a P25 simulcast system and analog conventional simulcast systems.
5. Have experience with configuring and maintaining P25 system information (e.g. user talkgroup and fleetmap information).



## **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

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

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

### **1. DEFINITIONS**

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

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

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

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

## **2. INFORMATION SECURITY AND PRIVACY PROGRAMS**

### **a. Information Security Program**

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

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

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

The Consultant's Information Security Program shall:

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

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

b. Privacy Program

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

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

The Consultant Privacy Program shall include:

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

**3. PROPERTY RIGHTS TO AUTHORITY INFORMATION**

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

**4. CONSULTANT'S USE OF AUTHORITY INFORMATION**

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

**5. SHARING AUTHORITY INFORMATION AND DATA**

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

**6. CONFIDENTIALITY**

a. Confidentiality of Authority Information

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

b. Disclosure of Authority Information

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

c. Disclosure Restrictions of Non-Public Information

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

d. Individual Requests

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

e. Retention of Authority Information

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



## 7. CONSULTANT EMPLOYEES

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

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

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

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

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

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

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

## **8. SUBCONTRACTORS AND THIRD PARTIES**

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

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

## **9. STORAGE AND TRANSMISSION OF AUTHORITY INFORMATION**

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

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



transmission protocol or method approved by Authority's Chief Technology Officer. In addition, the Consultant shall not store Authority Information in the cloud or in any other online storage provider without written authorization from the Authority's Chief Technology Officer.

## **10. RETURN OR DESTRUCTION OF AUTHORITY INFORMATION**

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

### **a. Return or Destruction**

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

### **b. Method of Destruction**

The Consultant shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing Authority Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the Authority Information

cannot be retrieved. The Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the Authority Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated Authority contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the Authority's request. On termination or expiration of this Agreement, the Authority will return or destroy all Consultant's Information marked as confidential (excluding items licensed to the Authority hereunder, or that provided to the Authority by the Consultant hereunder), at the Authority's option.

#### **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

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

#### **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

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

#### **13. ACCESS CONTROL**

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

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to Authority Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Authority Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 (Security and Privacy Incidents); and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 (Storage and Transmission of Authority Information)) must be disposed of or sent off-site for servicing, the Consultant shall ensure all Authority Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of Authority Information).

#### **14. SECURITY AND PRIVACY INCIDENTS**

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

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

**Chief Technology Officer (CTO):**

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

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of Authority Information involved in the reported Incident,
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
  
- c. Cooperate with the Authority to investigate the Incident and seek to identify the specific Authority Information involved in the Incident upon the Authority's written request, without charge, unless the Incident was caused by the acts or omissions of the Authority. As Information about the Incident is collected or otherwise becomes available to the Consultant, and unless prohibited by law, the Consultant shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Authority to allow the Authority to notify affected individuals, government agencies, and/or credit bureaus.
  
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
  
- e. Assist and cooperate with forensic investigators, the Authority, law firms, and and/or law enforcement agencies at the direction of the Authority to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Authority on any additional disclosures that the Authority is required to make as a result of the Incident.
  
- f. Allow the Authority or its third-party designee at the Authority's election to perform audits and tests of the Consultant's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Authority Information.

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

## **15. NON-EXCLUSIVE EQUITABLE REMEDY**

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

## **16. AUDIT AND INSPECTION**

### **a. Authority Requested Audits**

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

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

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

## **17. PRIVACY AND SECURITY INDEMNIFICATION**

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

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

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




**SAFELY SURRENDERED BABY LAW**

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

Any fire station. Any hospital. Any time.

1.877.222.9723  [BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names



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

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

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names







## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.