

AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("AUTHORITY")

FINANCE COMMITTEE MEETING

Thursday, May 22, 2025 • 1:30 p.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: 712 330 371#

AGENDA POSTED: May 19, 2025

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

	MEMBERS		ALTERNATES
1.	Brian Hoffman (Chair)	1.	Rene Phillips,
	County of Los Angeles Chief Executive Office		County of Los Angeles Chief Executive Office
2.	Leticia Rivera,	2.	Helen Jo,
	County of Los Angeles Fire Department		County of Los Angeles Fire Department
3.	David Sum (Vice-Chair),	3.	Robert J. Weber,
	County of Los Angeles Sheriff's Department		County of Los Angeles Sheriff's Department
4.	Maria Morales,	4.	Richard Tadeo,
	County of Los Angeles Department of Health Services		County of Los Angeles Department of Health Services
5.	Michael Alegria,	5.	Michael Browne,
	Los Angeles Area Fire Chiefs Association		Los Angeles Area Fire Chiefs Association
6.	Scott Wiese,	6.	Vacant Seat,
	Los Angeles County Police Chiefs Association		Los Angeles County Police Chiefs Association
7.	Joshua Nelson,	7.	Vacant Seat,
	California Contract Cities Association		California Contract Cities Association
8.	Ric Walczak, City of Covina Police Department	8.	Anthony Zavala, City of Covina Police Department
	At-Large Seat #3		At-Large Seat #3
9.	Marie DiBernardo, City of Inglewood Police Department	9.	Gabriela Garcia, City of Inglewood Police Department
	At-Large Seat #2		At-Large Seat #2
10.	Chris Nigg, City of La Verne Fire Department	10.	Brandon Coatney, City of La Verne Fire Department
	At-Large Seat #4		At-Large Seat #4

OFFICERS
Scott D. Edson, LA-RICS Executive Director
Ronald Watson, LA-RICS Deputy Executive Director
Beatriz Cojulun, LA-RICS Committee Secretary

May 22, 2025 Page 1



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.** May 29, 2024 Special Meeting Minutes

Agenda Item A

- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR NONE
- VI. REPORTS (B)
 - **B.** Executive Summary Scott Edson
- VII. DISCUSSION ITEMS NONE
- VIII. ADMINISTRATIVE MATTERS (C E)
 - C. RECOMMEND APPROVAL FOR DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A REVISED VERSION OF THE LA-RICS USER AGREEMENTS FOR SUBSCRIBER ENTITIES WITH 20,000+ RADIOS ON THE LAND MOBILE RADIO (LMR) SYSTEM

It is recommended that your Committee:

- 1. Recommend the LA-RICS Board delegate authority to the Executive Director to finalize and execute a revised version of the User Agreements Subscriber entities with 20,000+ Radios on the LMR System for a Monthly Fee as described herein, per device that has access to or utilizes the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively "Radios") transmitting countywide. Additionally, this includes devices that utilize the LMR System on a countywide basis either directly or indirectly, such as smartphones with Push-to-Talk (PTT) functionality.
- 2. Recommend the LA-RICS Board delegate Authority to the Executive Director to continue to finalize, revise, and issue amendment(s) to the User Agreements, as may be needed, provided that any such revisions and/or



amendment(s) to the User Agreements are approved as to form by Counsel to the Authority.

Agenda Item C

D. REVIEW AND RECOMMEND APPROVAL OF THE DRAFT PROPOSED FISCAL-YEAR 2025-26 OPERATING BUDGET

It is requested your Committee recommend approval to the LA-RICS Board of Directors of the Enclosed Fiscal Year 2025-26 Recommended Operating Budget of \$58,060,000 that will allow for payment of expenditures incurred effective July 1, 2025, as well as fund continued operation of the Authority. The draft budget is in accordance with the cost factors identified in the Adopted Revised Funding Plan.

Agenda Item D

E. 2025 SCHEDULE FOR LA-RICS FINANCE COMMITTEE MEETINGS

It is recommended the Finance Committees approve the following dates for the calendar year 2025 Finance Committee Regular Meeting Schedule:

Regular Meeting (4 th Thursday of the month)
June 26, 2025
July 24, 2025
August 28, 2025
September 25, 2025
October 23, 2025
November 20, 2025
(3 rd Thursday due to Thanksgiving Holiday)
December 18, 2025
(3 rd Thursday due to Christmas Holiday

All Regular Meetings will be held at 1:30 p.m., on the 4th Thursday of each month, at LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, California, 91754.

Agenda Item E

IX. MISCELLANEOUS



- X. CLOSED SESSION REPORT NONE
- XI. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE COMMITTEE
- XII. ADJOURNMENT AND NEXT MEETING:

Finance Committee Meeting on Thursday, June 26, 2025, at 1:30 p.m., LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, California 91754.



COMMITTEE MEETING INFORMATION

Members of the public are invited to address the LA-RICS Committee on any item on the agenda prior to action by the Committee on that specific item. Members of the public may also address the Committee on any matter within the subject matter jurisdiction of the Committee. The Committee 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) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Committee's Chair.

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

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

It is requested that individuals who require the services of a translator contact the Committee 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 at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCIÓN, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

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

May 22, 2025 Page 5



FINANCE COMMITTEE SPECIAL MEETING MINUTES

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Wednesday, May 29, 2024 • 1:30 p.m.

FINANCE COMMITTEE MEMBERS PRESENT:
Leslie Luke, County of Los Angeles Chief Executive Office
Maria Morales, County of Los Angeles Department of Health Services
Vincent Capelle, Los Angeles Area Fire Chiefs Association
Scott Wiese, LA County Police Chiefs Association
Josh Nelson, California Contract Cities Association
Marie DiBernardo, City of Inglewood Police Department

ALTERNATES FOR FINANCE COMMITTEE MEMBERS PRESENT:

Helen Jo, County of Los Angeles Fire Department

Alvaro Sierra, County of Los Angeles Sheriff's Department

Ric Walczak, City of Covina Police Department

OFFICERS PRESENT:

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS Committee Secretary

ABSENT MEMBERS:

Vacant, At-Large Seat #4 (City of La Verne Fire Department)



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

I. CALL TO ORDER

Chair Leslie Luke called the Regular Meeting of the Finance Committee to order at 1:32 p.m.

II. ANNOUNCE QUORUM – ROLL CALL

Committee Secretary, Beatriz Cojulun performed a roll call.

Committee Member Josh Nelson 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. Committee Member Nelson reported he was alone in the room with no member of the public participating.

III. APPROVAL OF MINUTES (A)

A. March 28, 2024 – Regular Meeting Minutes

Chair Luke read in the minutes for March 28, 2024. With the absence of any objections, Chair Luke called for a motion to approve.

Alternate Committee Member Alvaro Sierra motioned first, seconded by Committee Member Maria Morales.

Ayes 8: Luke, Jo, Sierra, Morales, Capelle, Nelson, Walczak, and DiBernardo.

MOTION APPROVED.

Committee Member Scott Wiese arrived after the Minutes had been carried into motion.

- IV. PUBLIC COMMENTS NONE
- V. CONSENT CALENDAR NONE
- VI. REPORTS (B)
 - **B.** Executive Summary Scott Edson

May 29, 2024 Page 2



Executive Director Scott Edson stated that at future Finance meeting he would be providing updates under the Executive Summary since the Project was now running like a business, as well as in maintenance phase, and no longer in a building/construction phase. Executive Director Edson further stated the Project was doing well with Subscriber and Affiliate User Agreements and slowly coming along while in parallel providing agencies with reminders that Subscriber Agreements commence effective on July 1, 2024.

Executive Director Edson shared the Urban Areas Security Initiative (UASI) would be meeting next month for expected discussions on grant distribution for the 2025 UASI. Executive Director Edson heard the region would be getting less, therefore, he was unaware how much grant funds the Authority would get, although he hoped that it will be equitable. Executive Director Edson said the Authority would push for an equitable distribution, as well as asking its County partners to do the same at the meeting.

Executive Director Edson reported that Maintenance plans and Software User Agreement are being finalized, and that on today's Agenda was a Draft Revised Funding Plan, as well as the Operating Budget for Fiscal Year (FY) 2024-25. Executive Director Edson explained the budget is 99.9% completed given we are basing certain costs on projections while we finalize agreements, but if the budget has any significant changes, it would be returned to the Committee.

Executive Director Edson hoped that following discussions the Committee would recommend the Board approve the Funding Plan and the Budget during the Board's meeting next week.

Executive Director Edson mentioned the Authority would continue to outreach to public safety partners in the region with the hopes of having more subscribers join in the next fiscal year.

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

VII. DISCUSSION ITEMS - NONE

VIII. ADMINISTRATIVE MATTERS (C – D)

C. REVIEW AND RECOMMEND APPROVAL OF THE DRAFT REVISED FUNDING PLAN

Executive Director Edson provided background on the Funding Plan adopted in 2014, which was based on population and geography.



Executive Director Edson said per the JPA Agreement once the funding plan was adopted the members had an opportunity to opt-out, which some did. Executive Director Edson shared that during that time the County of Los Angeles (County) Chief Executive Office (CEO) said there would be no charge to any members until the system was completed. Executive Director Edson said that over the years the Authority was able to receive money from AT&T, Inc. (AT&T), who took over the spectrum and the Public Safety Broadband Network (PSBN) that LA-RICS built, as well as having executed a Business Agreement with them, which provided funding for the Administrative side of LA-RICS to date.

Executive Director Edson said the Authority is now moving to the Subscriber Model, presenting the Committee with the Draft Revised Funding Plan. Executive Director Edson reported the old plan adopted ten (10) years ago in 2014, included various cost factors that could trigger a rate change every time the membership changed, with the Draft Revised Funding Plan now replacing it with subscriber revenue offset model. Executive Director Edson asked the Committee for their review of the Draft Revised Funding Plan with a recommendation for the adoption of the same to the LA-RICS Board at their meeting next week; and to discuss the Revised Funding Plan adoption timeline as well as opt-out provisions in the JPA.

Executive Director Edson expressed that since the time of Adoption of the 2014 Funding Plan, the Authority now knows or can better estimate costs that were unknown or did not exist in 2014. Executive Director Edson provided an example, in which facilities maintenance costs were unknown/not included at the time of the 2014 Funding Plan Adoption, but now the Authority has fifty-eight (58) sites built, understanding the scope required to maintain the same and can estimate those costs for inclusion in today's revised plan. Executive Director Edson went on to say the maintenance costs included in the 2014 version of the Funding Plan did not include the Software Update Agreement model that Motorola Solutions, Inc. (MSI) has implemented in the past few years, those costs are now included in the revised plan. Executive Director Edson further said that with the LA-RICS Board's adoption of the User Agreements, the Authority now has subscription revenue that can be projected and included in a subscriber revenue model versus a membership model.

Executive Director Edson provided the Committee with a few highlights comparing the old funding plan with the revised draft before the Committee today:

May 29, 2024 Page 4



FUNDING PLAN		
PREVIOUS VERSION	REVISED VERSION	
Complex cost factors: All members paid in accordance with complex formula involving geography and population	No formula or cost factors – revenue user based on adopted subscription rate. Subscriber rate is adopted by Board and user pays rate times the number of devices operating on the LA-RICS network.	
Variable costs to members: Lack of stability in cost to membership. If member opted out, other remaining members picked up those costs with potential variables within fiscal years.	Stable cost controlled by the user. User determines how many radios it wants to put on the LA-RICS network and that drives their cost.	
Membership in constant flux: Membership opt-out period triggered every time cost factors changed for remaining members.	No opt-out period triggered as cost to members is not impacted by revised funding plan but instead controlled by User agreements	
Interoperability: Impacted interoperability with prospective members refraining from joining given uncertain cost impacts	Promotes interoperability with known cost factors dictated by Adopted User Agreements. Member opt-in / opt-out does not impact user cost therefore promoted agencies to enter into User agreements promoting interoperability	
Unknown system make up: at the time of funding plan adoption in 2014 sites had not yet been built, location and infrastructure had not yet been finalized and thus costs associated with facility maintenance and operations were unknown.	With fifty-eight (58) sites built and operating during the one (1) year warranty period, we have a better understanding of scope and estimated cost associated with operating the network facilities.	
MSI new business model: in 2014 there was no Subscriber User Agreement model. Instead, the Funding Plan included a capital replacement / system refresh cost of \$55M.	We now have knowledge and are nearing completion of negotiations with MSI for their new way of maintaining the proprietary system with those estimated costs now incorporated into the revised Funding Plan.	

Chair Luke asked the Committee if there were any questions. There were no questions or corrections, therefore, he asked for a motion to approve recommending adoption of the Draft Revised Funding Plan. Finance Member Marie DiBernardo motioned first, seconded by Finance Member Vincent Capelle.

May 29, 2024 Page 5



Ayes 9: Luke, Jo, Sierra, Morales, Capelle, Wiese, Nelson, Walczak, and

DiBernardo.

MOTION APPROVED.

D. REVIEW AND RECOMMEND APPROVAL OF THE DRAFT PROPOSED FISCAL-YEAR 2024-25 OPERATING BUDGET

Executive Director Edson provided the Committee with the Recommended Operating Budget for FY 2024-25, which incorporated revenue from grants awarded to LA-RICS including State Homeland Security Grant Program (SHSGP), Urban Area Security Initiative (UASI) and California State Budget Act Funds of 2022, as well as the LA-RICS Board Adopted Subscriber Agreement Revenue, revenue from cost recovery fees associated with collocation proposals at the Authority's Land Mobile Radio (LMR) sites, and the remaining balance from the AT&T Business Agreement funds. Executive Director Edson mentioned that with the completion of the Warranty Period anticipated in November of this year, the corresponding withhold the Authority retained upon System Acceptance, would be released to MSI assuming successful delivery of all items pending resolution throughout the Warranty Period.

Executive Director Edson said that in addition, the Committee would see a \$10.8 million line item titled "Other Financing Options" under revenues with a note detailing how the Authority would track actual costs and revenues with any resultant shortfalls to be discussed with the County and other JPA participants. Executive Director Edson stated that with the commencement of Year 1 maintenance in November of this year, the attached recommended budget included actuals, projected, and estimated costs associated with those Operations and Maintenance (O&M) Agreements, which have yet to be executed or exercised. Executive Director Edson concluded by saying that as the Authority has assured the Committee and the LA-RICS Board every year, there would be no cost incurrence without first confirming corresponding available revenue.

Executive Director Edson expressed that before the Committee, was the best projection, which once finalized and with the arrival of the new fiscal year, the Authority will not be spending any money the Authority does not have.

Executive Director Edson was asked to clarify the comment regarding UASI, if the change would affect the current budget cycle or next fiscal year; to which he said that that grant allocations normally occur around January through February of the next calendar year.



Executive Director Edson received an inquiry that if the line item reflected a zero amount identified revenue for grant funding. To which Executive Director Edson responded by saying that a specific \$1 million dollar amount was for O&M, and the budget estimated the \$1 Million dollar revenue from grants that would help offset it.

Administrative Deputy Susy Orellana-Curtiss further explained the carve-out projects would not be impacted by any reduction in allocation of the UASI 2024. The UASI Approval Authority (AA) voted that carve-out projects would be untouched and that it would be other projects that would be curtailed if the UASI 2024 allocation was reduced. However, Administrative Deputy Orellana-Curtiss, stated that UASI 2025 might be impacted, which was not captured in the budget.

Chair Luke called for a motion to approve. Alternate Finance Member Sierra motioned first, seconded by Alternate Finance Member Helen Jo.

Ayes 9: Luke, Jo, Sierra, Morales, Capelle, Wiese, Nelson, Walczak, and

DiBernardo.

MOTION APPROVED.

- IX. MISCELLANEOUS NONE
- X. CLOSED SESSION REPORT NONE
- XI. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE COMMITTEE
- XII. ADJOURNMENT and NEXT MEETING

The next Regular Finance Committee Meeting is scheduled for Thursday, June 27, 2024, at 1:30 p.m., in person at LA-RICS, 2525 Corporate Place, Monterey Park, CA, 91754 and for the public via MS Teams Teleconference.

With the absence of any objections, Chair Luke moved for a motion to adjourn. Finance Member Wiese motioned to adjourn.

The Finance Committee meeting adjourned at 1:45 p.m.



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

May 22, 2025

Finance Committee Members Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Committee Members:

RECOMMEND APPROVAL FOR DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A REVISED VERSION OF THE LA-RICS USER AGREEMENTS
FOR SUBSCRIBER ENTITIES WITH 20,000+ RADIOS ON THE LAND MOBILE RADIO (LMR) SYSTEM

SUBJECT

Committee Recommendation is requested to authorize the Executive Director to finalize and execute a revised version of the LA-RICS User Agreements (User Agreements) for Subscriber entities with 20,000+ Radios on the LMR System. The revised User Agreement is only applicable to those users whose Subscriber entities have an overall 20,000+ Radios on the LMR System. Currently, the only LA-RICS Subscribers who fit this definition are Los Angeles County departmental users of the LMR System. The revised User Agreement, which is substantially similar in form to the enclosed, remains largely unchanged from the Agreement approved by the LA-RICS Board last year, except the cost has increased monthly for these users from \$20 per device to \$65 and \$85.

RECOMMENDED ACTION

It is recommended that your Board:

 Recommend the LA-RICS Board delegate authority to the Executive Director to finalize and execute a revised version of the User Agreements with Subscriber entities with 20,000+ Radios on the LMR System for a Monthly Fee as described herein, per device that has access to or utilizes the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively "Radios") transmitting countywide. Additionally, this includes devices that utilize

- the LMR System on a countywide basis either directly or indirectly, such as smartphones with Push-to-Talk (PTT) functionality.
- 2. Recommend the LA-RICS Board delegate Authority to the Executive Director to continue to finalize, revise, and issue amendment(s) to the User Agreements, as may be needed, provided that any such revisions and/or amendment(s) to the User Agreements are approved as to form by Counsel to the Authority.

BACKGROUND

On January 4, 2024, the LA-RICS Board delegated authority to the Executive Director to enter into User Agreements with agencies interested in using the LMR System as either a Subscriber or Affiliate.

On February 1, 2024 the LA-RICS Board delegated authority to the Executive Director to enter into a revised version of the User Agreement which sets forth the terms and conditions for use of the LMR System from both a Subscriber and Affiliate perspective. The primary change reflected in the revised User Agreement at that time was removal of the requirement for Subscribers to join the LA-RICS JPA as a member agency, as a requirement to use the LMR System.

The revised User Agreement before your committee today reflects the revision to the Monthly Rate per Device for Subscriber entities with 20,000+ Radios on the LMR System, with the per-device cost remaining unchanged for all other users who do fit into this radio count. Otherwise, there are no material changes to the terms and conditions:

SUBSCRIBER	
Subscriber Entity with 20,000+ Radios Including NMDN - Monthly Rate per Device	
(i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$85
Subscriber Entity with 20,000+ Radios Excluding NMDN - Monthly	
Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with	
PTT functionality)	\$65
TOTAL MONTHLY FEES:	
(Applicable Rate x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	

We ask your Committee recommend to the LA-RICS Board that they delegate authority to the Executive Director to finalize and execute the revised User Agreements with those users who are part of Subscriber Entities with 20,000+ Radios, similar in form to the

enclosed, the Authority will continue to move forward with agencies interested in using the LMR System as either a Subscriber or Affiliate and execute User Agreements accordingly.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to request your Committee's recommendation to the LA-RICS Board to delegate authority to the Executive Director to finalize and execute revised User Agreements with these Subscribers, who desire to utilize the LMR System for their primary radio communications for the Monthly Fees set forth in table 1 above. All other Users who are not part of Subscriber entities with 20,000+Radios on the LMR System will continue to pay \$20 per device and Affiliates who desire to utilize the LMR System for mutual or automatic aid only will continue to be allowed to use the LMR System at no cost.

FISCAL IMPACT/FINANCING

The recommended action will provide the revenue required to fully offset the LA-RICS Operations and Maintenance costs on an annual basis.

Staff has included revenue aligning with approval of this recommended action in the FY 2025-26 Operating Budget that takes such Subscriber Monthly Fees into consideration effective July 1, 2025.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

Your Committees approval to recommend the LA-RICS Board provide the requested delegations will be communicated to the LA-RICS Board at the June 5, 2025 Board meeting.

Respectfully submitted,

SCOTT EDSON

EXECUTIVE DIRECTOR

SOC

Enclosure

c: Counsel to the Authority



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

USER AGREEMENT FOR SUBSCRIBER ENTITIES WITH 20,000+ RADIOS ON THE LMR NETWORK

AGREEMENT NO.:

TABLE OF CONTENTS

<u>PA</u>	<u>PAGE</u>
1.	AUTHORITY RESPONSIBILITIES2
2.	USER RESPONSIBILITIES2
3.	BILLING 5
4.	RIGHT TO SUSPEND AND/OR REVOKE USE OF LMR SYSTEM5
5.	RADIO PROGRAMMING6
6.	COVERAGE 6
7.	TALKGROUP PRIORITY6
8.	WARRANTIES7
9.	AGREEMENT TERM – AUTOMATIC RENEWAL7
10.	INTERRUPTION OF SERVICE8
11.	DESIGNATED ADMINISTRATORS8
12.	NOTICES9
13.	DISCLAIMERS10
14.	INDEPENDENT STATUS10
15.	ASSIGNMENT11
16.	DEFAULT11
17.	WAIVER11
18.	INTERPRETATION11
29.	GOVERNING LAW, JURISDICTION, AND VENUE11
20.	SEVERABILITY12

PARAGRAP	<u>H</u>	<u>PAGE</u>
21. FACSIMI	LE REPRESENTATIONS	12
22. AMENDN	MENTS	12
23. ENTIRE	AGREEMENT	12
EXHIBITS		
EXHIBIT A:	LA-RICS RADIO USE PROTOCOLS	
EXHIBIT B:	TALKGROUP DETAILS	
EXHIBIT C:	LMR SYSTEM RATE SCHEDULE	
EXHIBIT D:	INTENTIONALLY OMITTED	
EXHIBIT E:	NOTIFICATION CONTACT LIST	

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) SUBSCRIBER USER AGREEMENT

This User Agreement ("**Agreement**") is hereby entered into on ______ by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, referred to herein as "**Authority**" and the **AGENCY NAME**, referred to herein as "**User**." Together, Authority and User will collectively be referred to as the "Parties."

RECITALS

WHEREAS, the LA-RICS Land Mobile Radio System (**LMR System**) 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.

WHEREAS, the LMR System operates in multiple frequency bands utilizing Project 25 digital and conventional analog technology to provide portable-on-the-hip outdoor radio coverage throughout the County of Los Angeles as depicted in coverage maps.

WHEREAS, to allow other standalone and/or "regional" systems to expand and enhance their existing coverage when roaming outside those systems coverage footprint, the LMR System is capable of linking with other P25 trunked radio systems.

WHEREAS, the LMR System is managed by the Authority and Authority is responsible for engineering, maintaining, and operating the LMR System.

WHEREAS, certain agencies like User, would like to utilize the LMR System either as subscribers who desire to utilize the LMR System for their primary radio communications ("**Subscriber(s)**"), or affiliates who desire to utilize the LMR System only for mutual or automatic aid ("**Affiliate(s)**"), and will do so by entering into this Agreement with Authority.

WHEREAS, AGENCY NAME is a departmental member of the ______ [NAME OF OVERALL SUBSCRIBER ENTITY], who is a Subscriber with an overall Radio count of 20,000+ Radios on the LMR System.

WHEREAS, Authority wishes to enter into this Agreement to provide use of its LMR System for operational usage to Subscribers and Affiliates, and other LMR System users as authorized by Authority, for operational purposes.

WHEREAS, User desires to enter into this Agreement to use the LMR System, as a **Subscriber**, to support its mission and operations.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

AGREEMENT

Under this Agreement, Authority must provide radio communications to User through the LMR System. Such services will be provided based solely on the terms and conditions set forth herein.

1. AUTHORITY RESPONSIBILITIES

User will be using the LMR System as a Subscriber. Given User is a Subscriber, Authority hereby agrees:

- 1.1. To provide public safety LMR System radio communications service 24 hours a day, 7 days a week, 365/366 days a year to Subscriber.
- 1.2. To minimize system infrastructure down time while LMR System maintenance is performed. Planned outages for scheduled maintenance for LMR System will be addressed pursuant to Exhibit A (LA-RICS Radio Use Protocols), in particular, Section 2 (Service Impact Outage Notifications).
- 1.3. To provide to Subscriber a minimum of one (1) dedicated trunked radio Talkgroup. Please refer to Exhibit B (Talkgroup Details) of this Agreement.
- 1.4. To charge a monthly Subscriber fee per device that has access or utilizes the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively hereinafter "Radio(s)"). Additionally, this includes devices that utilize the LMR System either directly or indirectly, such as smartphones with Push-to-Talk (PTT) functionality. The total monthly cost to Subscriber will be based on the number of Radios subscribed on the LMR System by the Subscriber at the beginning of each monthly billing period pursuant to Section 3 (Billing), and is based on operational costs. Please refer to Exhibit C (LMR System Rate Schedule).
- 1.5. Cache units are activated units on the LMR System but used as spare units by Subscriber. Subscriber's cache units will only be charged when such cache units are brought into use on the LMR System and charged in accordance with Section 1.4.

Authority will perform periodic audits of Radios used on the LMR System and will confirm with Subscriber when cache Radios have become active Radios.

2. USER RESPONSIBILITIES

User is a Subscriber and hereby agrees:

2.1. To pay Authority all fees for the LMR System services in the agreed upon

- timeframe defined in Section 3 (Billing) of this Agreement.
- 2.2. To keep Authority apprised as to the number of Subscriber Radios utilizing the LMR System. Activated Radios not removed from the LMR System by Subscriber will continue to be charged to Subscriber at the agreed upon service rate.
 - 2.2.1. Subscriber must notify Authority within fifteen (15) days if there is a change to the number of Subscriber radios set forth in Exhibit C (LMR System Rate Schedule) as referenced in Section 1.4 of this Agreement.
- 2.3. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:

https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47

- 2.3.1. Subscriber will be responsible for the installation, maintenance, repairs, and software upgrades required of Subscriber-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios. If a Subscriber does not have the resources for installing, maintaining, or repairing the Subscriber-owned equipment, then Subscriber may enter into a separate agreement for required services with Authority.
- 2.3.2. Subscriber is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Subscriber's fixed equipment operating on the LMR System frequencies.
- 2.4. Subscriber enters into this Agreement with the understanding and acknowledgement that Subscriber is responsible for training and educating its users regarding the proper use of Radios on the LMR System.
 - 2.4.1. Subscriber enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Subscriber understands and acknowledges that recording of the Subscriber's Radio audio for Subscriber's use is the responsibility of the Subscriber. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.
 - 2.4.2. Subscriber must provide copies of Subscriber's Radio codeplugs for Authority to reference for troubleshooting purposes. Updated

- codeplugs must be submitted to Authority prior to distribution of Subscriber's Radios.
- 2.4.3. It is Subscriber's responsibility to provide written notice to Authority Designated Administrator and/or its Authorized Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen Radios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.
- 2.4.4. It is the responsibility of Subscriber to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Subscriber's operations.
- 2.5. Subscriber enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Subscriber will need and use Authority approved and compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz trunked operation, Subscriber's subscriber equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.6. Not to lease, loan, give or provide in any form Subscriber-owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party for their use on the LMR System without prior approval from Authority.
- 2.7. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.
- 2.8. To keep all radio communication brief and to the point. Radio system traffic is to be used solely for official business only. Subscriber is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.9. Subscriber enters into this Agreement with the understanding and acknowledgment that it must comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.10. Subscriber enters into this Agreement with the understanding and acknowledgment that it must comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Subscriber of all

such policies.

3. BILLING

- 3.1. If User is a departmental member of the ______ [NAME OF OVERALL SUBSCRIBER ENTITY], who is a Subscriber with an overall Radio count of 20,000+ Radios on the LMR System, Subscriber agrees to pay Authority monthly starting July 1, 2025 ("Commencement Date") for the use of the LMR System ("Monthly Fee(s)"). The actual amount of Monthly Fees will be determined by the number of active Radios and/or radio equipment registered on the LMR System in accordance with Section 1.4 and Exhibit C (LMR System Rate Schedule) of this Agreement.
- 3.2. Payment of Monthly Fees for Subscribers using the LMR System will be electronically transferred from Subscriber to Authority via Journal Voucher.
- 3.3. Subscriber will be billed monthly in arrears. Subscriber must schedule the payment of invoices to Authority no later than thirty (30) days after receipt of said invoice. If errors are found in the invoice or Subscriber disputes the invoice charges or services rendered, Subscriber will immediately notify Authority in writing. Partial payment of an invoice without Authority's approval is prohibited. Subscriber's failure to make timely payments in compliance with this section may result in action as defined in Section 4 (Right to Suspend and/or Revoke Use of LMR System).
- 3.4. It is Subscriber's responsibility to inform Authority of any changes in service, Radio counts, etc. in accordance with Section 2.2 of this Agreement.

4. RIGHT TO SUSPEND AND/OR REVOKE USE OF LMR SYSTEM

- 4.1. If User is a Subscriber, Authority reserves the right to suspend and/or revoke Subscriber's ability to add/remove equipment, modify existing service or add a new service should Subscriber fail to make timely payment to Authority for the services rendered. If Subscriber fails to make any payment or fails to perform as required by any other provision hereunder, Subscriber will be notified in writing of the violation. Subscriber must correct the violation within 30 days of notice, or Authority may suspend and/or revoke Subscriber's service.
- 4.2. Notwithstanding the above, regardless of whether User is a Subscriber or Affiliate, Authority will have the right to immediately suspend and/or revoke User's ability to use the LMR System, add/remove Radios, modify existing service or add a new service at any time if User fails to use the LMR System in accordance with rules and regulations of the FCC or if User fails to use the LMR System in accordance with applicable laws and regulations, including the terms of this Agreement, Authority policies or attachments thereto.

5. RADIO PROGRAMMING

5.1. All User's Radios must be programmed for use on the LMR System in accordance with Section 2.3 of this Agreement.

System-soft keys may be provided, in the Authority's sole discretion, to User or independent private service shops providing a programming service to Users for radio programming of the LMR System frequencies into Users owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment). System-soft key requests must be made in writing to Authority. User hereby agrees that system-soft keys will be surrendered immediately, if requested by Authority.

6. COVERAGE

- 6.1. The LMR System operates in multiple frequency spectrum utilizing Project 25 Phase I and II, and conventional analog technology to provide portable-on-the-hip outdoor radio coverage throughout the County of Los Angeles as depicted in coverage maps. User understands and agrees that 100 percent coverage of any area at all times is unrealistic and improbable. Testing and experience with actual field conditions indicate adverse propagation conditions can occur from both natural and man-made conditions. User understands and agrees that such events are beyond the reasonable control of Authority.
- 6.2 User further understands and agrees that Authority is not providing a warranty of coverage for the LMR System.

7. TALKGROUP PRIORITY

User understands and agrees that it may experience limited or no access to the LMR System during an emergency Talkgroup activation. To ensure that first responders have access to the LMR System during normal and emergency situations, Talkgroup access has been prioritized as follows, where User can confer with Authority on Talkgroup priority, but it will be ultimately determined by Authority and the Authority may change priorities during an unusual occurrence, emergency, or disaster:

7.1. **Priority One – Emergency**

Used only for Emergency Alert/Trigger calls given Priority 1 status automatically by the LMR System's controllers.

7.2. Priority Two – Life Safety and Protection of Life and Property

Used for Talkgroups that have an impact on the delivery of services that involve the safety and the protection of life and property, including those

Talkgroups used by personnel involved in high risk and mission critical field operations, inclusive of mutual aid Talkgroups.

7.3. Priority Three – Extraordinary/Temporary

Used for temporary re-prioritization (via system manager terminal) of a lower priority Talkgroup for critical operations (i.e., presidential motorcade, major incident command). In addition, Priority 3 is assigned to dedicated "EMERGENCY ALARM" Talkgroups for agencies such as transit that do not use the Emergency Alert (emergency button) function.

7.4. Priority Four – Medical Priority

Used exclusively for Emergency Medical Services (EMS) providers to communicate with hospitals and/or the Medical Alert Center (MAC) for coordination of patient care and destinations.

7.5. Priority Five – Non-Mission Critical

Used for all other "secondary", "administrative", "non-essential" or "non-mission critical" Talkgroups used by Subscriber agencies, both public safety and general government.

7.6. Additional Priority Levels As Needed – Unassigned

Additional priority levels will be assigned by the Authority, in its sole discretion, as needed.

8. WARRANTIES

Authority warrants that its management and operation of the LMR System will comply with reasonable and standard industry practices.

9. AGREEMENT TERM – AUTOMATIC RENEWAL

- 9.1. The term of this Agreement will be for one year or for the portion of the year commencing on the Effective Date of this Agreement and will automatically renew on July 1st each year thereafter. This Agreement will automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods.
- 9.2. Either party may terminate this Agreement at any time by giving to the other party written notice at least ninety (90) days prior to the desired termination date.
- 9.3. If User is a Subscriber, the rates, charges, and fees due and payable by Subscriber for any annual extension will be the same as those during the

preceding term unless Authority notifies Subscriber of any changes in the rates, charges, or fees. If, after such notification, Subscriber does not terminate this Agreement and allows it to automatically renew, charges for the next term will be at the new rates, charges, and fees set out by Authority in its notification prior to the automatic renewal date.

10. INTERRUPTION OF SERVICE

Authority will not be liable to User, whether a Subscriber or Affiliate, or any other person for any loss of service or damage resulting therefrom, regardless of the cause. Authority does not assume and will have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Authority or its contractors and subcontractors, including, but not limited to, acts of God, acts of Governmental entities, acts of the public enemy, strikes, or severe weather conditions.

11. DESIGNATED ADMINISTRATORS

- 11.1. The User official specified in this Section 11 (Designated Administrators) is hereby designated as the contact officer for all matters relating to the User's performance of its obligations under this Agreement. Authority will not take direction from any User's employee or official other than the contact officer (or his/her authorized designee).
 - User Authorized Designated Administrator:

AGENCY NAME

- User Authorized Designated Administrator Designee:
- 11.2. The contact officer for all matters relating to Authority's performance of its obligations under this Agreement will be the Executive Director (or his/her designee) as outlined in this Section 11.2.
 - Authority Authorized Designated Administrator:

LA-RICS
Scott Edson, LA-RICS Executive Director
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
scott.edson@la-rics.org
(323) 881-8281

Authority Authorized Designated Administrator Designee:

LA-RICS Ronald Watson, Deputy Executive Director 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 ronald.watson@la-rics.org (323) 881-8296

LMR System Manager

LA-RICS
Ted Pao
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
tpao@lasd.org
(323) 881-8028

- 11.3. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such deployment, the User must be consulted and a mutual determination thereof will be made by both the User and Authority.
- 11.4. Authority, in an unresolved dispute, will have final and conclusive determination as between the Parties hereto.

12. NOTICES

- 12.1. Notices desired or required to be given pursuant to this Agreement or by any law must be provided in the manner pursuant to this Section 12 (Notices), which may be updated from time to time.
- 12.2. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this Agreement must be in writing, unless otherwise specified in Exhibit E (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
 - a. <u>Personal delivery</u>. When personally delivered to the recipient, notice is effective on delivery.
 - b. <u>First Class mail</u>. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. <u>Certified mail</u>. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

- d. <u>Overnight delivery</u>. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- e. <u>Facsimile transmission</u>. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- f. <u>Email</u>. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 12.3. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 12.4. Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

13. DISCLAIMERS

- 13.1 User accepts the LMR System as-is, and assumes all risks and resulting liabilities, both known or unknown to User, arising from or connected with use of the LMR System, or as it relates to any obligations, terms or conditions in this Agreement.
- 13.2 Authority and its member agencies in the JPA, disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, for the LMR System provided by this Agreement. The Authority and its member agencies in the JPA, expressly disclaims and will not be liable to the User for any and all losses or liabilities resulting from use of the LMR System or arising from or related to any obligations, terms or conditions in this Agreement, and User hereby waives all claims and recourse against the Authority and its member agencies in the JPA, except from claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the Authority, its member agencies in the JPA, its directors, officers, contractors, subcontractors, staff and agents.

14. INDEPENDENT STATUS

This Agreement is by and between User and Authority and is not intended and should not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between User and Authority.

15. ASSIGNMENT

This Agreement is specific to Authority and User, and, in the event User attempts to assign or transfer the same in whole or in part, all rights hereunder may immediately terminate. Authority, may however, assign this Agreement to any one of its member agencies in the JPA without prior consent of User, so long as such member agency agrees to perform and fulfill Authority's obligations herein.

16. DEFAULT

Parties agree that if there is any default by either Party of the terms or conditions herein contained, the non-defaulting Party may forthwith revoke and terminate this Agreement.

17. WAIVER

- 17.1. Any waiver by either Party of the breach of any one or more of the covenants, conditions, terms and Agreement's herein contained should not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or Agreement herein contained, nor will failure on the part of either Party to require exact, full, and complete compliance with any of the covenants, conditions, terms, or Agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions thereof.
- 17.2. No option, right, power, remedy, or privilege of either Party should be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either Party by this Agreement are cumulative.

18. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers will be deemed to include the other; (ii) the masculine, feminine, and neuter genders will be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting. Further, captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and should not be used in construing this Agreement. Finally, this Agreement is the product of arm's length negotiation between User and Authority, where each Party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement is to be interpreted as if both Parties participated equally in its drafting and should not construed against either Party.

19. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive

jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

20. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

21. FACSIMILE REPRESENTATIONS

User and Authority hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Agreement and/or amendments to the Agreement, and received via electronic mail transmission or communications facilities, as legally sufficient evidence that such original signatures have been affixed to the Agreement and/or any amendments to this Agreement, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

22. AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of Authority and User.

23. ENTIRE AGREEMENT

This Agreement, Exhibit A (LA-RICS Radio Use Protocols), Exhibit B (Talkgroup Details), Exhibit C (LMR System Rate Schedule), Exhibit E (Notification Contact List), and any executed Amendments, between the Parties hereto, and no addition or modification of any terms or provisions will be effective unless set forth in writing, signed by both User and Authority.

(Signature Page – following page)

WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of date written below:

LOS ANGELES REGIONAL INTEROPERAB COMMUNICATIONS SYSTE AUTHORITY		USER	
Scott Edson, Executive Direc	tor	Agency Designee	
Signature	Date	Signature	

LA-RICS RADIO USE PROTOCOLS

This purpose of this exhibit is to set forth the protocols the User will adhere to when using the LMR System.

1. GENERAL USE PROTOCOLS

- Misuse of the LMR System will be reported to Authority's LMR System Manager to handle directly with the User department head, or his/her authorized designee. The reporting party's contact information should be provided in the notification. Profanity, playing music, personal conversations, intentional jamming, activities not directly related to public safety operations or any violation of the rules of the United States Federal Communications Commission (FCC) will not be permitted on the LMR System.
- 1.2 While using the LMR System, Users' users should follow proper radio etiquette by keeping conversations concise, brief, and clear.
- 1.3 Users utilizing the LMR System must abide by all FCC regulations as codified in the US Code Title 47, Part 90 (47CFR90), Land Mobile Communications.

2. SERVICE IMPACT OUTAGE NOTIFICATIONS

2.1 Purpose or Objective

Establishes the notification procedure prior to system upgrades.

2.2 Protocol/Standard

System software upgrades will be performed based on the LA-RICS System Upgrade Agreement (SUA) with service provider and when determined by LA-RICS to best implement the upgrade(s). System services patches are performed per service provider recommendation.

All Users using the System will be notified at least thirty (30) days prior to a major system upgrade that will cause a system or site outage. Any User must notify LA-RICS in writing within ten (10) days of notification if this would interfere with any major planned events or exercises.

Scheduled system repairs, and patches impacting services to Users must be coordinated 72 hours prior to the start of work by LMR System Manager's written notification. Unplanned outages impacting services must be notified by the LA-RICS LMR NOC to impacted user agencies in accordance with the established Emergency Change process.

2.3 Recommended Procedure

The LA-RICS NOC will be responsible for distributing a written notification or email to all Users contacts listed in Exhibit E (Notification Contact List) that may be impacted by the upgrade.

3. AUDIO LOGGING RECORDERS

3.1 Purpose or Objective

Establishes the procedure for the use and access of system audio logging devices.

3.2 Technical Background

A System Audio Logging Recorder allows all voice radio traffic to be recorded and stored for future reference.

All Talkgroups are recorded and maintained by LA-RICS for a period of not less than ninety (90) days. A Talkgroup does not need to be selected or active at a console position to be recorded.

Advanced Encryption Standard (AES) Encrypted calls are recorded, however, if the encryption key is not installed into the system, those recordings are unusable until the key is provided.

3.3 Protocol/Standard

User understands and acknowledges that recording of the User's radio audio for User's use is the responsibility of the User. The LA-RICS recording system will record all voice traffic. User will have access to those recordings for a period of ninety (90) days. After ninety (90) days, the recordings may be overwritten. If a User needs access to their Talkgroup recordings for a period longer than ninety (90) days, the User must download and store their own recordings.

Users directly requesting a copy, or if requesting a copy on behalf of a Public Records Access request, of any LA-RICS logged radio traffic for a Talkgroup, or channel other than their own should make their request to their respective agency Administrator managing the logging system. The agency Administrator can forward the request to the LMR System Manager as appropriate. The request should include specific information detailing the Talkgroup/channel, radio user(s), radio ID, time of day, and any other information that would help in processing the request.

Users will operate their own logging recorders that meet their business and recording retention policy requirements.

Each User utilizing logging recorders to record audio from their agency's Talkgroups is responsible for adhering to their internal procedures with regard to:

- Retention schedule for radio system recordings in compliance with State Records Retention requirements
- Responding to public records requests for copies of audio recordings for radio traffic on <u>THEIR</u> agency-owned Talkgroups or channels
- Providing radio system recordings as requested by the judicial system
- Providing duplicate recordings upon request for internal User use, investigative purposes, training, etc.
- Establishing a data storage and backup system for radio system audio recordings

3.4 Procedure

Requests for audio records should be directed to the specific agency Administrator managing the logging system.

3.5 **Management**

The LMR System Manager is responsible for this policy. Each User is responsible for the operation and data back-up of their agency-owned logging system for their agency-owned Talkgroups or interoperability Talkgroups on their radio console. Shared, non-owned Talkgroups are the responsibility of any User that uses it for a resource on their dispatch console.

TALKGROUP DETAILS

(Talkgroup Details to be negotiated with Subscriber prior to execution of Agreement)

Parties must agree on the specific Subscriber Talkgroup details prior to execution of the Agreement. Such Talkgroup details must be consistent with the Exhibit A (LA-RICS Radio Use Protocols) as follows:

- 1. Talkgroups will be assigned, activated, and deactivated by the Authority based on Subscriber need and available system resources.
- 2. Such Talkgroups must adhere to standardized and common naming conventions pursuant to Exhibit A (LA-RICS Radio Use Protocols).
- 3. Subscribers may only use the Talkgroup IDs assigned by Authority staff for use on the LMR System.
- 4. In the event that Subscriber requires additional Talkgroups beyond those allocated, Subscriber must submit a written request to the LA-RICS Help Desk set forth in Exhibit E (Notification Contact List). Subscriber should provide reasonable justification in the written request for individual Talkgroups, along with any requirements such as encryption or special functions. The request will be reviewed and Authority staff with work with Subscriber to provide additional Talkgroups if such request is approved.
- 5. Authority staff will monitor use of the Talkgroups allocated to Subscriber. If a Talkgroup has shown no usage in a minimum of 180 days, written notification will be sent to the Subscriber and the Talkgroup may be reclaimed.

LMR SYSTEM RATE SCHEDULE

SUBSCRIBER	
Subscriber Entity with 20,000+ Radios Including NMDN - Monthly	
Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with	
PTT functionality)	\$85
Subscriber Entity with 20,000+ Radios Excluding NMDN - Monthly	
Rate per Device	
(i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$65
Number of Subscriber's Radios (portables, mobiles, and fixed)	
Number of Subscriber's Consoles	
Number of Subscriber's Consolettes	
Number of Subscribers Modems (Narrowband Mobile Data Network)	
Number of Subscriber's Other Equipment	
TOTAL MONTHLY FEES: (Applicable Rate x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	

Note: This information is being collected for billing purposes. Additional information regarding Subscriber Devices will be required at the time of provisioning.

CACHE RADIOS*		
Subscriber Entity with 20,000+ Radios Including NMDN - Monthly		
Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with		
PTT functionality)	\$85	
Subscriber Entity with 20,000+ Radios Excluding NMDN - Monthly		
Rate per Device		
(i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$65	
Number of Subscriber's Cache Radios (portables, mobiles, and fixed)		
TOTAL POTENTIAL MONTHLY FEES (IF USED):		
(Applicable Rate x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)		

*Note: Cache radios will be billed pursuant to Section 1.5 of the User Agreement and only be charged when such cache units are brought into use on the LMR System pursuant to Section 1.4 of the User Agreement.

INTENTIONALLY OMITTED

NOTIFICATION CONTACT LIST

1. LMR SYSTEM HELP DESK

In the event User requires assistance User may contact the LMR System Help Desk by phone and/or email as follows:

Phone No.: (323) 881-8260 Email: <u>larics.incidents@la-rics.org</u>

2. SERVICE AND EMERGENCY NOTIFICATIONS

In the event the Authority needs to notify the User of all service and emergency outages regarding the LMR System, the notification must be directed to the following User individuals by phone and/or email:

User	User Authorized Designee



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

May 22, 2025

LA-RICS Finance Committee Members
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Committee Members:

REVIEW AND RECOMMEND APPROVAL OF THE DRAFT PROPOSED FISCAL-YEAR 2025-26 OPERATING BUDGET

SUBJECT

Staff is requesting the Finance Committee review the attached Los Angeles Regional Interoperable Communications System Authority Fiscal Year 2025-26 Recommended Operating Budget, and consider recommending adoption of the same to the LA-RICS Authority's Board of Directors.

RECOMMENDATION

It is requested your Committee recommend approval to the LA-RICS Board of Directors of the Enclosed Fiscal Year 2025-26 Recommended Operating Budget of \$58,060,000 that will allow for payment of expenditures incurred effective July 1, 2025, as well as fund continued operation of the Authority. The draft budget is in accordance with the cost factors identified in the Adopted Revised Funding Plan.

Respectfully submitted,

SCOTT EDSON

EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority
Chief Executive Office

Los Angeles Regional Interoperable Communications System (LA-RICS) Recommended Operating Budget Fiscal Year 2025-26

		FY 2023-24 FY 2024-25		FY 2024-25	FY 2025-26	
FINANCING USES		ACTUALS	ADOPTED BUDGET	ESTIMATED	RECOMMENDED	
Grant Funded Expendi	tures					
Project Team		3,011,935	3,236,000	3,236,000	0	
•	UASI/SHSP Grant	2,480,076	1,705,000	1,705,000	0	
	State Budget Act of 2022 Funds	531,859	1,531,000	1,531,000	0	
Travel & Training		0	70,000	70,000	0	
	UASI/SHSP Grant	0	50,000	50,000	0	
	State Budget Act of 2022 Funds	0	20,000	20,000	0	
Miscellaneous		500,000	382,000	382,000	0	
	UASI/SHSP Grant	500,000	250,000	250,000	0	
ECC Licensing (1)	State Budget Act of 2022 Funds	0 2 767	132,000	132,000	200 000	
FCC Licensing (1)	UASI/SHSP Grant	2,767 2,767	200,000 200,000	0	200,000 200,000	
Contractors/Consultants		9,525,416	20,673,000	20,673,000	6,511,000	
Contractors/Consultants	UASI/SHSP Grant	9,436,889	7,938,000	7,938,000	6,511,000	
	State Budget Act of 2022 Funds	88,527	12,735,000	12,735,000	0,311,000	
State Budget Act of 2022	- Capital Outlay Projects (3)	0	0	0	1,457,000	
Otato Baagot Alot of 2022	State Budget Act of 2022 - Interest Earned	0	0	0	1,457,000	
Total Grant Funded Ex	•	13,040,118	24,561,000	24,361,000	8,168,000	
MEMBER CONTRIBUTI	<u>ONS</u>					
Member Funded JPA Ope	erations					
Project Team		558,000	0	0	0	
Travel & Training		37,000	0	0	0	
Services & Supplies		18,999	0	0	0	
Admin and Other Contracto	ors	244,000	0	0	0	
Miscellaneous		50,000	0	0	0	
Other Charges		121,000	0	0	0	
Lease & Other Services - S	Suite 100	256,398	0	0	0	
Total Member Funded JP		1,285,397	0	0	0	
LMR Administrative Cost		0	0	0	0	
State Budget Act of 2022 F		785,946	0	0	0	
Total Member Contribution	ons	2,071,343	0	0	0	
	D MAINTENANCE EXPENDITURES					
Project Team		0	4,375,000	2,099,124	7,282,000	
Other Charges (2) Contractors/Consultants	Comicae	0	980,000	980,000	1,432,000	
Executive Director	Services	0	255,000	255,000	245,000	
Project Construction Manag	roment	0	582,000	582,000	2,300,000	
MSI O & M Year 2	gement	0	3,371,000	2,247,333	3,371,000	
MSI System Upgrade Agre	ement (SIIA)	0	2,733,000	2,409,015	2,733,000	
Governmental Maintenance	· · ·	0	6,502,000	4,801,333	7,500,000	
LA-RICS Funding Agreeme		0	0,002,000	0	900,000	
	d Maintenance Expenditures	0	18,798,000	13,373,806	25,763,000	
COST RECOVERY FEE	S					
Co- location Site Acquisition		0	150,000	69,000	100,000	
Total Cost Recovery Fee		0	150,000	69,000	100,000	
•	•					
AT&T BUSINESS AGRE						
AT&T Business Agreement		61,224	614,000	81,737	605,000	
AT&T Business Agreement Total AT&T Business Agr	,	61,224	424,000 1,038,000	81,7 3 7	424,000 1,029,000	
	•	•	1,036,000	01,737		
LA-RICS FUNDING AGRE	EMENT REPAYMENT (4)	0	0	0	23,000,000	
TOTAL FINANCING USES	3	15,172,685	44,547,000	37,885,543	58,060,000	
FINANCING SOURCES			04 864 555		A 140 05	
Federal Grant Revenue			24,561,000		8,168,000	
Member Contribution	aont Donoverset (4)		0		00.000.000	
LA-RICS Funding Agreement Repayment (4)			7 040 000		23,000,000	
Subscriber Agreement Revenue (5) (6)			7,942,000 150,000		25,763,000 100,000	
Cost Recovery Fees (7) AT&T Business Agreeme	nt Services		614,000		605,000	
AT&T Business Agreeme			424,000		424,000	
Other Financing Options			10,856,000		424,000	
TOTAL FINANCING SOUP	RCES	- -	44,547,000		58,060,000	
		=		•	<u> </u>	

Note 1: Fees associated with FCC Licensing.

Note 2: Fees including travel, Lease, some utilities, IBM Cyber Security Monitoring, Smartsheet License, InforEAM Asset Management, etc.

Note 3: State Budget Act of 2022 Interest Earned to be used for remainging capital outlay projects.

Note 4: This Funding Agreement is between Los Angeles County and LA-RICS for a settlement loan to LA-RICS from the County in the amount of \$23 million.

Note 5: Revenue collected from Subscribers per approved User Agreement for Subscribers and Affiliates.

Note 6: LA-RICS will evaluate options for a tiered rate subscription model that considers an expanded user base and maximized interoperability. Any proposed changes to the subscription model would require LA-RICS Board approval and an Amendment to the User Agreement for Subscribers and Affiliates.

Note 7: Cost Recovery Fees in connection with 3rd parties request for co-location on LA-RICS sites/towers.

Note 8: As the fiscal year progresses, LA-RICS will continue to monitor actual costs and revenues and, should LA-RICS project funding shortfalls, LA-RICS will discuss mitigation stratigies, solutions and one-time funding subsidies with the County and other JPA participants.

LA-RICS FY 2025-2026

F1 202J-2	.020			
PROJECT TEAM	LMR O&M	Cost Recovery Fees	(E	early Costs (Salary & Employee Benefits)
DISTRICT ATTORNEY (DA)				
Administrative Deputy II *	347,414	0		347,414
Fiscal Officer II *	302,575	0		302,575
DA Total	649,990	0	\$	649,990
TREASURED & TAY COLLECTOR /TTC)				
TREASURER & TAX COLLECTOR (TTC) Senior Secretary III	175,153	0		175,153
TTC Total	175,153		\$	175,153
11010101	170,100	Ū	Ψ	170,100
PROBATION (PB)				
Administrative Services Manager I	216,483	0		216,483
PB Total	216,483	0	\$	216,483
ISD Administrative Services Manager III *	200 107	0		200 107
Administrative Services Manager III * ISD Total	289,197 289,197	0	\$	289,197 289,197
19D Total	209,197	U	φ	209,197
MENTAL HEALTH (MH)				
Administrative Services Manager I	237,299	0		237,299
MH Total	237,299		\$	237,299
REGISTRAR RECORDER COUNTY CLERK (RRCC) Accounting Officer II *	225,658	0		225,658
RRCC Total	225,658	0	\$	225,658
LOS ANGELES COUNTY SHERIFF (LASD) S&EB				
Lieutenant (1)	414,157	0		414,157
Sergeant	313,684	0		313,684
Deputy (3)	741,730	0		741,730
Information Technology Manager III	364,777	0		364,777
Information Technology Specialist I	317,564	0		317,564
Section Manager, Information Technology	312,393	0		312,393
Executive Assistant	263,508	0		263,508
Administrative Services Manager I (2)	412,579	0	•	412,579
S&EB Total S&S			\$	3,140,391
Human Resources &Other Services	126,000	0		126,000
LASD Total	3,266,392		\$	3,266,391
2700 1000	0,200,002	Ū	Ψ	0,200,001
AUDITOR CONTROLLER (A/C) S&EB				
Principal Accountant	13,693	0		13,693
Intermediate Accountant	41,827	0		41,827
Accountant II S&S	109,211	0		109,211
Travel Administrative Cost	3,000	0		3,000
Single Audit	35,000	0		35,000
A/C Total	202,731		\$	202,731
AO IOIGI	202,131	U	Ψ	202,131

AGENDA ITEM D - ENCLOSURE

LA-RICS FY 2025-2026

PROJECT TEAM	LMR O&M	Cost Recovery Fees	Yearly Costs (Salary & Employee Benefits)
COUNTY COUNSEL Drive in a 1/2 control Counsel (4)	075 504	0	075 504
Principal/Senior County Counsel (4) County Counsel Total	375,564 375,564	0 0	375,564 \$ 375,564
County Counsel Total	375,304	U	5 373,304
INTERNAL SERVICES DEPARTMENT (ISD)			
Sr. Telecom Systems Engineer (2)	510,029	0	510,029
Information Technology Specialist I	318,384	0	318,384
Communication Tower & Line Supervisor	196,528	0	196,528
Sr. Electronics Communications Technician (2)	401,318	0	401,318
Electrician & Electro Mechanic (2)	386,036	0	386,036
Co-Location Site Acquisition Team	0	100,000	100,000
ISD Total	1,812,295	100,000	\$ 1,912,295
LOS ANGELES COUNTY FIRE (FR) Battalion Chief Fire Captain (1)	448,000 383,000	0 0	\$ 448,000 383,000
FR Total	831,000	0	\$ 831,000
UNFILLED POSITIONS			
Deputy (2)	554,170	0	554,170
Fire Fighter Specialist	329,000	0	329,000
Operations Assistant III	170,585	0	170,585
Senior Management Secretary III	186,804	0	186,804
Underfilled Items Savings	566,988	0	566,988
Unfilled Pending CEO - filled via Jacobs	1,000,000	•	1,000,000
	1,807,547	0	. , ,
Total	10,089,309	100,000	10,189,309
Salary Savings	-2,807,547	0	\$ (2,807,547)
Total Budgeted Project Team for FY 25-26 * These Positions are Underfills	7,281,762	100,000	7,381,762

LA-RICS FY 2025-2026

GRANT FUNDED - CONTRACTORS / CONSULTANTS	Maximum Contract Sum	Funding Source		
FCC Licensing Contractors/Consultants Services	200,000	UASI 23		
MISC County Contracts (DPW, CEO, RP, & ISD) Telecomunications Contractors MSI Interconnections UASI AA MSI System Upgrade Agreement (SUA) State Budget Act of 2022 - Capital Outlay Projects Total Grant Funded	300,000 2,811,000 2,400,000 1,000,000 1,457,000 \$ 8,168,000	UASI 23 UASI 23 UASI 24 UASI 25 State Budget Act of 2022 - Interest Earned		
LMR OPERATION AND MAINTENANCE		Funding Source		
Project Team	7,282,000	Subscriber Agreement Revenue		
Other Charges Contractors/Consultants Services	1,432,000	Subscriber Agreement Revenue		
Executive Director	245,000	Subscriber Agreement Revenue		
Project Construction Management	2,300,000	Subscriber Agreement Revenue		
MSI O & M Year 2	3,371,000	Subscriber Agreement Revenue		
MSI System Upgrade Agreement (SUA)	2,733,000	Subscriber Agreement Revenue		
Governmental Maintenance Services	7,500,000	Subscriber Agreement Revenue		
LA-RICS Funding Agreement	900,000	Subscriber Agreement Revenue		
Total LMR Operation and Maintenance	\$ 25,763,000			
COST RECOVERY FEES		Funding Source		
Co- location Site Acquisition Team	100,000	Cost Recovery Fees		
Total Cost Recovery Uses	\$ 100,000			
AT&T BUSINESS AGREEMENT SERVICES		Funding Source		
AT&T Collocation Sites Services and County Counsel	605,000	AT&T Business Agreement Services		
Total AT&T Business Agreement Services	\$ 605,000			
AT&T BUSINESS AGREEMENT SERVICES (BAS - Routers)		Funding Source		
Professional Consultants & Swap Services Providers	424,000	AT&T Business Agreement Services		
Total AT&T Business Agreement Services	\$ 424,000			
LA-RICS FUNDING AGREEMENT REPAYMENT		Funding Source		
LA-RICS Funding Agreement	\$ 23,000,000	Los Angeles County Funds		
Total	\$ 58,060,000			



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

May 22, 2025

LA-RICS Finance Committee Members
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Committee Members:

2025 SCHEDULE FOR LA-RICS FINANCE COMMITTEE MEETINGS

SUBJECT

Committee approval is requested for the 2025 Schedule of LA-RICS Finance Committee Regular Meetings. The location for the 2025 Committee meetings will be at the LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, California 91754.

RECOMMENDED ACTIONS

It is recommended the Finance Committees approve the following dates for the calendar year 2025 Finance Committee Regular Meeting Schedule:

Regular Meeting
(4 th Thursday of the month)
June 26, 2025
July 24, 2025
August 28, 2025
September 25, 2025
October 23, 2025
November 20, 2025
(3 rd Thursday due to Thanksgiving Holiday)
December 18, 2025
(3 rd Thursday due to Christmas Holiday)

All Regular Meetings will be held at 1:30 p.m., on the 4th Thursday of each month, at LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, California, 91754.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended action will set the date, time, and location for each Regular Meeting of this Finance Committee for calendar year 2025.

Respectfully submitted,

SCOTT EDSON

EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority