



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, August 6, 2026, ■ 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: [Click here to join the meeting.](#)

Call-in Number for the Public: (323) 886-6924

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: 263 574 216 #

AGENDA POSTED: July 30, 2026

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

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

OFFICERS	
Scott Edson , LA-RICS Executive Director	
Oscar Valdez , County of Los Angeles, Auditor-Controller	
Elizabeth Buenrostro Ginsberg , County of Los Angeles, Treasurer and Tax Collector	



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. July 9, 2026 – Regular 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 – F)

E. Land Mobile Radio Network Operations Status and Issues – NONE

Agenda Item E

F. Outreach Update – Lt. Joe F. Dominguez

Agenda Item F

VIII. ADMINISTRATIVE MATTERS (G - J)

G. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE SUPPLEMENTAL AGREEMENTS AND PURSUE COST RECOVERY AS MAY BE NEEDED TO ACHIEVE REGIONAL INTEROPERABILITY

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute supplemental Agreements, Memorandum of Understandings (MOUs), ancillary documents, letters of intent or acknowledgement, etc., that may be needed



to allow agencies to become Subscribers or Affiliates and utilize the Land Mobile Radio (LMR) System as either their primary radio communications or for mutual aid/automatic aid purposes to achieve interoperability in the region.

2. Delegate authority to the Executive Director to pursue cost recovery fees from agencies, as may be needed, for interconnection work, configuration work, goods, services, equipment, installation services, etc., performed by either the Authority and/or third parties, to aid agencies in becoming Subscribers or Affiliates and utilize the LMR System as either their primary radio communications or for mutual aid/automatic aid purposes to achieve interoperability in the region.
3. Direct the Executive Director to provide a quarterly report to the Board identifying any cost recovery fees the Authority has received from agencies for interconnection work, configuration work, goods, services, equipment, installation services, etc., in furtherance of regional interoperability.

Agenda Item G

H. APPROVE A SOLE SOURCE AGREEMENT WITH FIRST SIGNAL COMMUNICATION GROUP, LLC TO PROVIDE LAND MOBILE RADIO SYSTEM AND ENGINEERING CONSULTANT SERVICES

It is recommended that your Board:

1. Approve an Agreement between the Authority and First Signal Communication Group, LLC (First Signal), similar in form to the enclosed Agreement **(Enclosure)**, to provide LMR System and Engineering Consultant Services to the Authority for a billed hourly rate of \$135, with a not-to-exceed contract amount of \$235,440 for the first year, commencing upon execution by both parties, with a one (1) one-year renewal option, which may be exercised upon mutual agreement by both parties for a total sum of \$470,880 for the base year plus one-year option, if exercised.
2. Delegate authority to the Executive Director to increase the contract amount annually by an additional aggregate not-to-exceed amount of \$75,000 at a billed hourly rate of \$125, for specialized services that can only be overseen and managed by First Signal to carry out the transition of knowledge to the permanent replacement for this position. 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 \$75,000 per year, which in conjunction with Recommended Action No. 2 yield a maximum contract sum of \$620,880 for the base year plus one-year option, if exercised.

3. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement substantially similar in form to the enclosed Agreement (**Enclosure**).
4. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, including exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item H

I. APPROVE AMENDMENT NO. 138 TO AGREEMENT NO. LA-RICS 007

It is recommended that your Board:

1. Make the following findings:
 - a. Find that approval of Amendment No. 138 to include two (2) Change Orders related to winter damage remediation work at FRP site and conduit installation work at TOP site are within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified 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 two (2) sites (FRP and TOP) 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.
2. Approve Amendment No. 138 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI), similar in form to the **Enclosure**, which reflects the following:
 - a. Incorporate a Change Order related to winter damage remediation work at FRP site as further described in this Board Letter, for a cost increase in the amount of \$97,088.



- b. Incorporate a Change Order for certain conduit installation work at TOP site as further describe in this Board Letter, for a cost increase in the amount of \$275,795.
- c. Incorporate one hundred (100) hours of network engineering configuration work as further described in this Board Letter, for a cost increase in the amount of \$20,700.
- d. Memorialize CSSI licensing costs for the Authority and its Subscribers and Affiliates as further described in this Board Letter, with no cost impact at this time.
- e. Increase the Maximum Contract Sum by \$393,583 from \$280,098,233 to \$280,491,816.
- f. Delegate authority to the Executive Director to execute Amendment No. 138, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue one (1) or more Notices to Proceed (NTP) for the work contemplated in Amendment No. 138, as may be necessary.

Agenda Item I

J. DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO PURCHASING AGREEMENTS WITH SERVICES AND SUPPLIES VENDORS

It is recommended that your Board:

- 1. Delegate authority to the Executive Director to execute purchasing agreements with services and supplies vendors for the procurement of S&S items in accordance with the LA-RICS Fiscal Manual Expenditure and Authorization Limits per instance up to \$50,000 and annual approved budgetary limit of \$212,000;
- 2. Delegate authority to the Executive Director to approve invoices related to executed purchasing agreements in accordance with the LA-RICS Fiscal Manual and annual approved budgetary limits.

Agenda Item J

IX. MISCELLANEOUS – NONE

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



XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, September 3, 2026, 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 MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, July 9, 2026 • 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

Michael Alegria, Fire Chief, Los Angeles Area Fire Chief's Association

ALTERNATES FOR BOARD MEMBERS PRESENT

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

Nicholas Berkuta, Acting Deputy Fire Chief, County of Los Angeles Area Fire Department

Marshall Yelverton, Captain, County of Los Angeles Sheriff's Department

Gustavo Jimenez, Police Captain, (Monterey Park), Los Angeles County Police Chief's Association

Antonio Zavala, Lieutenant, At-Large Seat #3 (City of Covina Police Department)

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

BOARD MEMBERS ABSENT / VACANT

Joshua Nelson, City Manager (City of Industry) California Contract Cities Association

Vacant, At-Large Seat #4

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Laura Vasquez, LA-RICS Board Secretary



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

I. CALL TO ORDER

Alternate Board Chair Nicholas Berkuta called the Regular meeting of the Board to order at 9:00 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

LA-RICS Board Secretary Laura Vasquez took roll call and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. June 4, 2026 – Regular Minutes

Agenda Item A

Alternate Board Chair Berkuta asked the Board if there were any questions to the attached Regular meeting minutes for June 4, 2026; hearing none, he called for a motion to approve.

Board Member Richard Tadeo motioned first, seconded by Alternate Board Member Cardell Hurt.

Ayes (8): Tadeo, Alegria, Luke, Berkuta, Yelverton, Jimenez, Zavala, and Hurt

MOTION APPROVED.

IV. PUBLIC COMMENTS

There was no public comment.

V. CONSENT CALENDAR

There were no consent items on the Regular Meeting Agenda.



VI. REPORTS (B - D)

B. Director's Report – Scott Edson

Executive Director Edson greeted the Board and reported the month of July was very active for LA-RICS with much progress being made in regional interoperability and coordination for the International Association Football Federation (FIFA) World Cup events, and the system performed flawlessly. Executive Director Edson further reported that around July 4, the system experienced some interference issues that impacted Palos Verdes Estates Police Department (PD) and primary talk groups.

Executive Director Edson shared that LA-RICS was able to provide unaffected talk groups to the Palos Verdes Estates PD, and the County of Los Angeles (County) Internal Services Division (ISD) was dispatched to try and identify the interference; however, the interference cleared up before a source could be identified. Executive Director Edson further shared that LA-RICS was looking closely at this occurrence and its response and resolution, specifically to determine whether or not any additional Service Level Agreements with County ISD and changes or improvements to LA-RICS' policies were needed; LA-RICS would have more to share in the coming months.

Executive Director Edson stated that IT Manager Justin Compito and Sgt. Alvaro Sierra and his team did an outstanding job with immediately mitigating the interference issue for Palos Verdes Estates PD. Executive Director Edson mentioned this was a great experience to learn from, and this would help LA-RICS prepare for the Olympics.

Executive Director Edson expressed that Sgt. Sierra and his team received several commendations during this last month for their knowledge and dedication to regional interoperability; Operations Lead Lt. Dominguez would speak to this and mention the many coordinated meetings and efforts that recently took place in the Outreach Report.

Executive Director Edson stated that LA-RICS continued to be a true leader when it came to advancing communications and interoperability in the region, and overall, technically, the LA-RICS network continued to support its agencies well through the World Cup. Executive Director Edson further stated that LA-RICS continued to



work with County ISD to develop communications monitoring and mitigation processes for the World Cup and were having pre and post-game coordination meetings. Executive Director Edson went on to say there were no reported communications issues with the LA-RICS network supporting the World Cup games at SoFi Stadium.

Executive Director Edson reported that LA-RICS progressed through the first half of the year with preventative maintenance efforts consisting of over three hundred (300) separate site activities to cover generators, air conditioners, fuel tanks, fire suppression, and radio preventive maintenance. Executive Director Edson further reported there were no network outages impacting users caused by this extensive work, and preventative maintenance continued with the rest of the radios on the network.

Executive Director Edson stated the major planned maintenance effort would occur in the third quarter of this year with the LA-RICS network core upgrade; this upgrade would bring Motorola Solutions, Inc (MSI) core to the 2024.1 release, and the NICE logging system and MSI consoles that customers were using would be upgraded; user radios and consolettes would be supported without any changes. Executive Director Edson further stated that LA-RICS would provide a notice for the system impacting work on the LA-RICS core on August 25 and August 26.

Executive Director Edson said the user impact would be the same with the quarterly security patches requiring rollover of key servers to the backup core, creating an outage for about two (2) minutes between the hours of 2 a.m. and 4 a.m. Executive Director Edson mentioned the upgrade would also include site radio upgrades at each site that would be transparent to the users by upgrading radios one at a time; this would lower the capacity of the LA-RICS system while the radios were being upgraded, but no traffic would be lost.

Executive Director Edson reported that, operationally, the Authority staff participated in the review of the recent draft After Action Report of the 2025 wildfires that was being prepared by The McChrystal Group, and, again, there were recommendations for public safety agencies to use the LA-RICS network for interoperability, operability, and narrowband data – especially narrowband data due to the failure of the cellular networks.

Executive Director Edson further reported that since all of the systems in the region were connected in one way or another, the Urban Areas Securities Initiative (UASI) Interoperable Working Group, overseen by the UASI Administrator, and the Mayor's



office, created operations and technical committees that would meet, discuss, and formalize Standard Operating Procedures (SOP) for law enforcement and fire interoperability responses. Executive Director Edson went on to say the committees began with an SOP that LA-RICS built three (3) years ago, therefore, progress should quickly be made, especially with the upcoming Olympics.

Regarding the Budget, Executive Director Edson reported that LA-RICS was in the process of a Fiscal Year end wrap up with final bills submitted for June; LA-RICS expected to have the Fiscal year closed out in the coming months. Executive Director Edson further reported that all expenditures were on track in accordance with the budgeted line items and projections.

Regarding Grants, Executive Director Edson reported that LA-RICS continued to make progress in regional interoperability, working collaboratively with the other standalone systems, such as the Los Angeles Police Department (LAPD), City of Long Beach, and the Interagency Communications Interoperability (ICI) Agency to ensure that not only the grant funded interconnection work was completed, but the development of policies and procedures required for the system-of-systems model to work would be put in place. Executive Director Edson mentioned that Operations Lead Lt. Dominguez volunteered to Chair the Mayor's Office Interoperable Communications Operations Committee and would host the kickoff meeting this month; the initial goal would be to discuss various use cases and to discuss what was needed operationally, technically, and procedurally to ensure a seamless experience by public safety staff. Executive Director Edson mentioned that Operations Lead Lt. Dominguez would share more information in his Outreach report.

Executive Director Edson reminded the Board that as the region approaches the next Grant cycle, not only was it imperative to recognize reports on success, such as those experienced during the World Cup events, but also through funding that would support the systems and programs that were serving the region.

Regarding Contracts, Executive Director Edson reported that Agenda Item G was a request for Board approval of a Site Access Agreement for site Tejon Peak (TPK); the LA-RICS Board previously approved a Site Access Agreement for this site, however, it was co-terminous with the County's Master Lease Agreement with the site owner, Ralphs Trust, which expired, and was on a month to month holdover, thus, LA-RICS had to bring in a new Site Access Agreement, which maintained the same license space which was previously agreed to. Executive Director Edson said that, additionally, this new streamlined agreement allowed Ralphs Trust and



Southern California Edison (SCE) to execute the agreement instead of having two (2) separate agreements; the agreement would continue to be gratis.

Executive Director Edson stated that Agenda Item H was for some Change Orders for ball valve installation at ten (10) sites to improve drainage and purchase encryption keys, both of which would increase the Motorola Agreement maximum contract sum by sixty thousand dollars (\$60,000) payable via the UASI Grant.

Executive Director Edson said that Agenda Item I requested for Board delegation to the Executive Director to begin negotiations for a Sole Source Agreement with Ted Pao to provide his technical assistance to LA-RICS, while, in parallel, LA-RICS recruited for the technical vacancy, which could be a lengthy process, especially for a specialized position. Executive Director Edson mentioned that if negotiations resulted in a favorable agreement, LA-RICS would present the agreement to the Board for consideration.

Executive Director Edson reported that Agenda Item K was for an upgrade to the hardware and software of existing primary and secondary T-MON units to the latest T-MON LNX unit devices used for alarm monitoring; this would enhance the remote alarm monitoring system interface, priority alerts and status notifications of the system. Executive Director Edson further reported that this project, which was under thirty thousand dollars (\$30,000) was fully funded under the UASI Grant.

Executive Director Edson stated that Agenda Item J addressed a vacancy on the Board that resulted from the resignation of the City of La Verne Fire Chief Chris Nigg; Chief Nigg accepted a position as a Fire Chief in the Orange County region.

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 – NONE

D. Finance Committee Chair's Report – NONE

VII. DISCUSSION ITEMS (E – F)

E. Land Mobile Radio Network Operations Status and Issues

IT Manager Justin Compito greeted the Board and reported that LA-RICS was going through preventative maintenance and that there were no ongoing LMR network



issues to report, however, he would present on another effort that LA-RICS was making.

IT Manager Compito reported that LA-RICS was working with County ISD on enhancing the radio system and RF spectrum network monitoring for the Los Angeles County region. IT Manager Compito further reported that LA-RICS was working with the County to install passive Anritsu spectrum monitors across the region, and LA-RICS completed a proof of concept and would install a total of ten (10) sites that were purchased under County ISD's budget; they would be installed at both LA-RICS and County ISD sites.

IT Manager Compito shared a diagram that reflected a sample Anritsu connection plan to make it easy to follow for personnel who were using or monitoring it. IT Manager Compito stated the equipment contained up to twelve (12) ports, and this was what was being drafted for basic connectivity, and this would be installed at eight (8) planned LA-RICS sites; this was now implemented at three (3) sites in support of World Cup activities and would be implemented at the other planned sites.

IT Manager Compito stated the network diagram had twelve (12) ports listed, and Discone #1 and #2 would provide a wide spectrum view for anything that was outside of the normal antenna systems that may impact the region or the LA-RICS system; the third port would be internal in case there was any interference being generated at the locations inside of the room. IT Manager Compito went over the other ports and their frequencies shown on the diagram.

IT Manager Compito shared that LA-RICS was using this in concert with County ISD for the World Cup activities, and there were no service interruptions from an operational perspective. IT Manager Compito further shared that LA-RICS was working with the Federal Communications Commission (FCC) to monitor the region, and the FCC identified some issues. IT Manager Compito stated that County ISD was using the system to help them locate where the frequency or interference was coming from.

IT Manager Compito concluded the update on Agenda Item E and asked if there were any questions to which there were none.



F. Outreach Update – Lt. Joseph F. Dominguez

Operations Lead Lieutenant Joseph F. Dominguez greeted Board members and referenced the detailed Outreach Summary document for the month of June included in the Agenda Packet for review and information.

Operations Lead Lt. Dominguez reported that throughout June 2026, LA-RICS continued to demonstrate its vital role in regional public safety communications by reinforcing its leadership in interoperability and its ability to support coordinated response efforts across jurisdictions. Operations Lead Lt. Dominguez further reported that, as the region prepared for and hosted major international events, including FIFA World Cup activities, the Authority's communications infrastructure and collaborative partnerships remained essential to ensuring seamless interagency coordination. Operations Lead Lt. Dominguez went on to say that the Authority continued to strengthen its position as a regional leader in public safety interoperability throughout the County and neighboring jurisdictions. Operations Lead Lt. Dominguez went on to say that the Executive Director remained actively engaged in advancing communications technology initiatives, fostering strategic partnerships, and addressing the evolving operational needs of member agencies and public safety stakeholders.

Operations Lead Lt. Dominguez stated that, during this reporting period, the Executive Director and Authority staff participated in the review of the draft After-Action Report that was being prepared by the McChrystal Group for presentation to the Los Angeles County Board of Supervisors regarding the response to the Eaton and Palisades fires. Operations Lead Lt. Dominguez mentioned that preliminary findings recognized the exceptional performance, reliability, and resilience of the LA-RICS communications systems during these large-scale emergency incidents. Operations Lead Lt. Dominguez further mentioned the Authority was encouraged by the positive feedback received to date and looked forward to the release of the final report, which was expected to further underscore the critical role interoperable communications played in supporting an effective and coordinated regional response.

Operations Lead Lt. Dominguez reported that, during June 2026, Authority staff continued to provide comprehensive oversight and support of the LA-RICS network by monitoring system performance, responding to agency inquiries, coordinating facility access, and facilitating inspections, routine maintenance, and emergency repair activities. Operations Lead Lt. Dominguez further reported the Authority staff



worked closely with member agencies, contractors, and site stakeholders to address operational needs and ensured the continued reliability and resilience of the system; these ongoing efforts helped maintain regulatory compliance, minimize service disruptions, and support the operational readiness of the region's critical public safety communications infrastructure.

Operations Lead Lt. Dominguez stated that during this reporting period, the Authority continued outreach and coordination efforts with agencies interested in joining LA-RICS as Subscriber or Affiliate members, including:

- El Camino College Police Department (Affiliate)
- California State Parks (Subscriber)
- City of Lawndale (Subscriber)
- Amtrak Police Department (Affiliate)
- Chino Police Department (Affiliate)
- United States Space Force (Affiliate)

Operations Lead Lt. Dominguez said these efforts continued to foster greater regional coordination, supporting the growth of interoperable communications and reinforcing the reliability of the region's public safety communications infrastructure.

Operations Lead Lt. Dominguez shared that as ESChat continued to expand across subscriber agencies, additional organizations were being onboarded and were actively utilizing the application in support of daily operations. Operations Lead Lt. Dominguez further shared that, to date, five hundred fifty-nine (559) provisional ESChat licenses were issued and remained active among participating agencies, reflecting sustained regional interest and adoption. Operations Lead Lt. Dominguez went on to say the Authority continued to receive positive feedback regarding ESChat's functionality, ease of integration, and its ability to enhance operational communications within existing interoperability frameworks.

Operations Lead Lt. Dominguez stated that Authority staff was engaging provisional license holders to assess ongoing usage and to forecast anticipated interest in transitioning to the paid subscription model following the conclusion of the trial period; early indications suggested strong potential for continued use, supported in part by the cost-effective structure established by the Authority to maximize accessibility for participating agencies on the LA-RICS system. Operations Lead Lt. Dominguez further stated that, additionally, recent onboarding of personnel from



the Los Angeles County Sheriff's Department (LASD) Aero Bureau further expanded system utilization, with initial user feedback reflecting a positive experience and noting the platform's ease of use and support for field operational needs.

Operations Lead Lt. Dominguez reported the Clara Shortridge Foltz Criminal Justice Center (CCT) site located at the Criminal Courts Building in Downtown Los Angeles recently experienced intermittent issues with the electrical breaker controlling power to the equipment, resulting in temporary loss of system connectivity. Operations Lead Lt. Dominguez further reported that Authority staff responded promptly to each occurrence, restoring power and service as quickly as possible to minimize any disruption to the regional communications network.

Operations Lead Lt. Dominguez mentioned that due to the shared rooftop location and the associated security protocols required for access, response efforts occasionally required additional coordination with building management to ensure timely entry, and Authority staff was actively collaborating with building representatives to streamline access procedures for future maintenance and emergency response activities, while also developing a more structured mitigation plan for similar incidents. Operations Lead Lt. Dominguez further mentioned that building management advised that, due to the nature of the building's incoming electrical infrastructure, power fluctuations and surges were not uncommon and impacted other systems within the facility. Operations Lead Lt. Dominguez went on to say the first step would be to replace the breaker, and Authority staff would continue to work closely with all stakeholders to identify and implement a more permanent solution to enhance system stability and ensure the ongoing integrity and reliability of the site.

Operations Lead Lt. Dominguez stated that radio programming support for Subscriber and Affiliate agencies continued to be provided as part of the Authority's ongoing commitment to ensuring reliable and interoperable communications across the region. Operations Lead Lt. Dominguez further stated that, throughout the reporting period, Authority staff delivered programming assistance to multiple partner agencies, supporting radio fleet updates, template modifications, and system alignment to maintain operational consistency and interoperability standards. Operations Lead Lt. Dominguez mentioned that programming assistance was provided to Chino PD Air Support, Ontario PD Air Support, Riverside Sheriff's Department Air Support, and the City of South El Monte.



Operations Lead Lt. Dominguez reported that LA-RICS' continued growth created a need to further strengthen its organizational capacity to maintain the operational integrity and continued success of the Authority. Operations Lead Lt. Dominguez further reported that LA-RICS was pleased to announce that, in the coming months, two (2) Administrative Services Manager I positions from the Los Angeles Sheriff's Department (LASD) would be joining the LA-RICS team in these critical roles. Operations Lead Lt. Dominguez went on to say that following an extensive process of interviewing, vetting, and background review, LA-RICS was confident these individuals would be strong additions to the Authority. Operations Lead Lt. Dominguez said that Authority staff was developing a structured training and transition model to ensure the effective integration of these positions, including the thoughtful redistribution of responsibilities and knowledge transfer across the team. Operations Lead Lt. Dominguez expressed that LA-RICS was looking forward to formally introducing these new team members to the Board once they joined the Authority and completed their initial orientation period.

Operations Lead Lt. Dominguez stated that on June 18, Authority staff participated in a meeting with the City of Los Angeles to reconvene the Los Angeles Regional Interoperability working group. Operations Lead Lt. Dominguez further stated that he would serve as co-chair of the Operations Team Subcommittee, jointly with Lt. Robert Weber, working in close coordination with the Technical Team and MSI to develop comprehensive Standard Operating Procedures (SOPs); these SOPs would serve as a foundational framework and model for establishing consistent communications standards among emergency responders across the region. Operations Lead Lt. Dominguez went on to say that LA-RICS recognized that effective planning, training, and exercises were essential to translating policy and procedural guidance into practical, real-world capability for establishing and maintaining communications during incidents and disasters.

Operations Lead Lt. Dominguez shared that, accordingly, the Subcommittee would be responsible for defining the authorities, roles, and procedures governing first responder use of Los Angeles Regional interoperability channels and the activation and deployment of mobile assets.

Operations Lead Lt. Dominguez stated that as the FIFA World Cup matches were underway, Authority staff remained pleased and confident in the performance and reliability of the LA-RICS network, and, to date, the system had not experienced any operational issues, and both the Operations and Technical teams continued to remain vigilant, providing ongoing monitoring and readiness to respond to any



inquiries or issues that may arise. Operations Lead Lt. Dominguez further stated that at the request of the California Highway Patrol (CHP), which was providing dignitary and team escorts throughout the region, the Authority granted access to select interoperable talkgroups to support continuous communication with partner agencies for the duration of the event.

Operations Lead Lt. Dominguez shared that, recently, Authority staff were notified of interoperability challenges between CHP and Torrance PD during coordinated dignitary escort operations, and, in response, Authority staff, in collaboration with the California Governor's Office of Emergency Services (Cal OES), promptly implemented a console patch utilizing the (California Radio Interoperable System) CRIS "CHP Orange" talkgroup, restoring effective communication between the two (2) agencies. Operations Lead Lt. Dominguez further shared that, in addition, Authority staff responded expeditiously to multiple last-minute requests from regional agencies for loaner equipment, including mobile radios, and provided programming and technical support to ensure interoperability and optimal system performance across participating jurisdictions.

Operations Lead Lt. Dominguez closed his report by acknowledging LA-RICS' own Sgt. Sierra, who recently received a commendation from Supervisory Air Marshal in Charge Charles Frye for the instrumental role he played in facilitating the execution of an Affiliate Agreement with LA-RICS. Operations Lead Lt. Dominguez said that Sgt. Sierra established a clear strategic plan and provided critical feedback that proved invaluable throughout the process, and his efforts enabled the Federal Air Marshal Service to significantly expand its land mobile radio capabilities and enhance operational readiness for the 2026 FIFA World Cup. Operations Lead Lt. Dominguez shared that, additionally, the work currently underway contributed substantially to preparations for Super Bowl LXI (61) and the 2028 Summer Olympics. Operations Lead Lt. Dominguez expressed that Sgt. Sierra was further recognized for his dedication, professionalism, and unwavering support in directly enhancing officer safety through improved communications and interoperability.

Operations Lead Lt. Dominguez stated that Sgt. Sierra was valuable to LA-RICS and congratulated him on this well-deserved recognition.

Operations Lead Lt. Dominguez concluded the update on Agenda Item F and asked if there were any questions to which there were none.



VIII. ADMINISTRATIVE MATTERS (G – K)

G. APPROVE A SITE ACCESS AGREEMENT FOR A LAND MOBILE RADIO SITE

Executive Director Edson stated that Agenda Item G requested the Board make those certain California Environmental Quality Act (CEQA) findings and authorize the Executive Director to finalize and execute a Site Access Agreement (SAA) for site Tejon Peak (TPK) on a gratis basis and delegate authority to the Executive Director to execute amendments for the term of the SAA, provided such amendments were approved as to form by Counsel.

Executive Director Edson mentioned the Board previously approved an SAA with the County and a consent to the SAA with Ralphs Trust and Southern California Edison (SCE) to provide licenses to use a portion of the County leased site at Tejon Peak; that Master Agreement the County held for this site had since expired and was on a month-to-month holdover. Executive Director Edson said that, because of this, a new agreement was required, which was before the Board for approval.

Executive Director Edson stated the new SAA before the Board incorporated the consents with Ralph's Trust and SCE so that LA-RICS would not need to enter a separate consent to the SAA; all parties would co-sign, including provisions that were mutually agreed upon by all.

Executive Director Edson further stated the SAA would continue to be a gratis lease, and LA-RICS would continue to provide utility; the term was for ten (10) years co-terminous again with the County's master lease and had four (4) extension options of five (5) years each.

Executive Director Edson concluded his report and asked if there were any questions to which there were none.

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

Ayes (8): Tadeo, Alegria, Luke, Berkuta, Yelverton, Jimenez, Zavala, and Hurt

MOTION APPROVED.



H. APPROVE AMENDMENT NO. 137 TO AGREEMENT NO. LA-RICS 007

Executive Director Edson stated that Agenda Item H requested the Board make those certain CEQA findings and approve Amendment No. 137 with MSI to incorporate two (2) Change Orders for a total cost increase of sixty thousand four hundred and forty-three dollars (\$60,443), which if approved by the Board, would be funded by the UASI grant.

Executive Director Edson stated the first Change Order was to allow for ball valve installation work at ten (10) LMR sites to improve the infrastructure of the sites by installing high-quality drainage solutions, which was necessary to ensure the sites remained operational. Executive Director Edson further stated the second Change Order was to allow MSI to provide KVL7000 key-loaders, configured with all options needed for encryption key management.

Lastly, Executive Director Edson requested the Board delegate authority to the Executive Director to execute the Amendment and issue Notices to Proceed (NTP) accordingly.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Leslie Luke motioned first, seconded by Board Member Michael Alegria

Ayes (8): Tadeo, Alegria, Luke, Berkuta, Yelverton, Jimenez, Zavala, and Hurt

MOTION APPROVED.

I. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH FIRST SIGNAL COMMUNICATION GROUP, LLC TO PROVIDE ASSISTANT CHIEF LMR SYSTEM OFFICER AND ENGINEERING CONSULTANT SERVICES

Executive Director Edson reported that Agenda Item I requested the Board delegate authority to the Executive Director to enter into negotiations with First Signal Communication Group LLC (First Signal) for a Sole Source Agreement to provide Assistant Chief LMR System Officer and Engineering Consultant Services to the Authority. Executive Director Edson further stated that, if approved by the Board, upon completion of negotiations, Authority staff would return to the Board with a proposed agreement, corresponding scope, terms and conditions, and cost.



Executive Director Edson said that Board approval was requested to enter into Sole Source negotiations with First Signal, a company established by Mr. Ted Pao, the Authority's most recent Lead Technical Engineer, who dedicated eighteen (18) years to the LA-RICS project and was intimately familiar with LA-RICS as an organization and had all-encompassing institutional technical knowledge of the LMR system.

Executive Director Edson stated the Authority was seeking a replacement for Mr. Pao's former position as the Technical Lead, and entering into a Sole Source Agreement with First Signal would allow the Authority to (1) fill the Technical Lead vacancy to eventually serve as the Chief LMR System Officer; (2) permit First Signal to engage in an LA-RICS and LMR System knowledge transfer with the new Technical Lead, and (3) assist the Authority with any technical and engineering issues to ensure the LMR System continued to perform at a public safety grade level.

Executive Director Edson further stated that understanding the Authority adopted the County procurement mode, and in accordance with the County Board of Supervisor's Policy No. 5.100 for Sole Source Contracts and Amendments to Extend Contract, notification was being provided to the Board as well as a request to delegate authority to the Executive Director to engage in negotiations for a Sole Source Agreement.

Executive Director Edson went on to say should the Board approve Agenda Item I, the Authority would commence negotiations with First Signal and return to the Board for consideration of a proposed agreement along with corresponding scope, terms and conditions, and cost for Consultant Services with First Signal.

Executive Director Edson asked if there were any questions. Board Member Richard Tadeo confirmed with Executive Director Edson that Mr. Pao recently retired from LA-RICS. Board Member Tadeo asked Executive Director Edson if there would be need for any Non-Disclosure Agreements to which Executive Director Edson said there were none. Alternate Chair Berkuta asked Executive Director Edson if there were any conflicts of interest to which Executive Director Edson said there were none.

Alternate Board Member Hurt asked if Mr. Pao's salary would be considered during negotiations. Executive Director Edson stated that First Signal's salary would be



an item of discussion during negotiations, with his current salary serving as salary savings.

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

Ayes (8): Tadeo, Alegria, Luke, Berkuta, Yelverton, Jimenez, Zavala, and Hurt

MOTION APPROVED.

J. ELECTION FOR AT-LARGE DIRECTOR SEAT

Executive Director Edson stated that it was recommended the Board set January 7, 2027, for a mail-in ballot election for an At-Large Director seat. Executive Director Edson further stated that only member agencies of the authority were eligible to vote for these seats. Executive Director Edson went on to say this At-Large Director seat was vacant, given the City of La Verne Fire Chief left office, thus creating the vacancy; the City of La Verne would remain a member of the Authority.

Executive Director Edson shared the schedule for mail nomination forms as reflected in the Board letter, and mentioned that if there were no candidates, then the Board would appoint the At-Large Director. Executive Director Edson further shared that LA-RICS was following the Bylaws process for this election.

Executive Director Edson concluded his report and asked if there were any questions. Board Member Tadeo asked Executive Director Edson if there were any limitations on who should be nominated. Executive Director Edson stated there are certain requirements the candidate needed to meet, and these requirements would be outlined in the mail-in ballots.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Gustavo Jimenez motioned first, seconded by Board Member Tadeo.

Ayes (8): Tadeo, Alegria, Luke, Berkuta, Yelverton, Jimenez, Zavala, and Hurt

MOTION APPROVED.



K. APPROVE AMENDMENT NO. 4 TO AGREEMENT NO. LA-RICS 022 WITH DPS TELECOM

Executive Director Edson stated that Agenda Item K requested the Board to delegate authority to the Executive Director to execute Amendment No. 4 to the Agreement with DPS Telecom to upgrade the hardware and software of the existing primary and secondary T/Mon units to the latest T/Mon LNX units, which would enhance the remote alarm monitoring system interface and prioritize alerts and status notifications of the system; this was necessary to ensure the LMR System was performing optimally.

Executive Director Edson said that, additionally, the Amendment sought to extend the Term for a period of two (2) years from October 28, 2026, through October 27, 2028, to align with the Warranty Period for the upgraded equipment, for a cost increase in the amount of twenty-eight thousand three hundred ninety-two dollars (\$28,392), which if approved by the Board, would be funded by the UASI grant.

Executive Director Edson concluded his report and asked if there were any questions to which there were none.

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

Ayes (8): Tadeo, Alegria, Luke, Berkuta, Yelverton, Jimenez, Zavala, and Hurt

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

There were no Miscellaneous Items for the Regular Meeting.

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

There were no Future Discussion and/or Action Items identified during the Regular Meeting.

XI. CLOSED SESSION REPORT – NONE



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

Alternate Board Chair Berkuta adjourned the Regular Board Meeting at 9:33 a.m. and stated the next Regular Board Meeting would be held on Thursday, August 6, 2026, at 9:00 a.m. at the LA-RICS Headquarters.

Alternate Board Chair Berkuta called for a motion to adjourn the Regular Meeting. Board Member Tadeo made a motion.



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2026

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 meetings below occurred since our last report to you:

MUNICIPALITY	MEETING DATE
Outreach Cedars-Sinai Public Safety Department	July 6, 2026
Meeting with United States Space Force	July 7, 2026
Outreach Veterans Affairs Police Department	July 9, 2026
Meeting with United States Space Force	July 9, 2026
Outreach LA County Animal Control	July 13, 2026
LA28 Interagency Communications/MACC Subcommittee	July 15, 2026
Outreach LA City Department of Water and Power	July 20, 2026
Outreach Sierra Madre Police Department	July 22, 2026
After Action Report FIFA World Cup (Re-cap)	July 22, 2026
Operations Subcommittee – Interop Comm working group	July 23, 2026

LA-RICS would like to acknowledge the successful performance of its communications system during recent FIFA World Cup activities, where the regional radio network operated without interruption throughout the events. Authority staff maintained a heightened state of readiness to promptly address any technical issues that might have arisen; however, no operational issues were encountered. The success of the radio communications effort was the result of extensive preplanning, coordination meetings, and collaborative discussions conducted by LA-RICS in advance of the event. In addition, the Authority remained prepared to provide programming, equipment, and technical support to both subscriber and affiliate agencies at a moment's notice, ensuring resources were available whenever needed. This level of preparedness reflects the Authority's ongoing commitment to delivering reliable, interoperable communications in support of regional public safety operations. LA-RICS appreciates the collaboration of its member agencies, subscribers, and affiliate partners, whose coordinated efforts contributed to the successful execution of communications throughout the event.

Throughout the month, LA-RICS further reinforced its critical role in regional public safety communications by demonstrating the strength, reliability, and interoperability of its communications network in support of multi-agency operations. As Los Angeles County continues to prepare for and host major international events, the Authority's robust communications infrastructure and strong partnerships remain essential to ensuring seamless coordination among public safety agencies across jurisdictions. The Executive Director continues to lead efforts to advance communications technology initiatives, strengthen strategic partnerships, and address the evolving operational requirements of member agencies and regional public safety stakeholders, further solidifying LA-RICS' position as a leader in public safety interoperability throughout Los Angeles County and neighboring jurisdictions.

Throughout July 2026, Authority staff remained actively engaged in the day-to-day management and support of the LA-RICS network, ensuring the continued reliability of the regional communications system. Staff monitored network operations, responded to member agency requests, coordinated site access, and oversaw inspections, preventive maintenance, and repair activities as needed. Working collaboratively with member agencies, contractors, and facility partners, the Authority addressed operational requirements in a timely manner while helping to maintain system performance and resilience. These efforts supported uninterrupted service, ensured continued compliance with applicable requirements, and enhanced the operational readiness of the region's critical public safety communications infrastructure.

During this reporting period, the Authority continued outreach and coordination efforts with agencies interested in joining LA-RICS as Subscriber or Affiliate members, including:

- Cedars-Sinai Public Safety Department
- LA County Animal Control
- United States Space Force
- LA City Department of Water and Power
- LA County Public Works Department

- Sierra Madre Police Department

Through these continued efforts, the Authority supports stronger regional collaboration, advances communications interoperability, and helps ensure the reliability of critical public safety communications resources throughout the region.

LA-RICS continues to work closely with the Palos Verdes Estates Police Department (PVEPD) to address intermittent radio communication concerns involving occasional garbled or incomplete transmissions. Upon notification of the issue, LA-RICS technical staff immediately engaged with PVEPD personnel and have remained in regular communication to assist with troubleshooting and gathering additional information. The LA-RICS Network Operations Center (NOC) has also been actively monitoring system performance, reviewing historical data, and tracking network activity to help identify any patterns or contributing factors.

As the issue is intermittent and cannot be consistently reproduced, LA-RICS technical staff are continuing targeted monitoring efforts to better understand when and under what conditions the issue occurs. Recent monitoring by the technical team did not identify any missed, distorted, or incomplete transmissions during the observation period, and overall radio performance appeared normal. The Authority will continue working with PVEPD and utilizing available system monitoring tools to determine the underlying cause and implement any necessary corrective actions to ensure continued reliable communications for the agency.

As part of the Authority's continued efforts to support dependable and interoperable communications throughout the region, radio programming assistance remains available to Subscriber and Affiliate agencies. During the reporting period, Authority staff provided ongoing technical support to multiple partner agencies, assisting with radio fleet updates, template revisions, and system coordination to promote operational consistency and compliance with interoperability standards. Programming and technical assistance were provided to Signal Hill Police Department, Manhattan Beach Police Department, Riverside Police Department, Riverside Sheriff's Department, LA County Probation Department, Amtrak Police Department, United States Space Force, and the Ontario Police Department. Additionally, LA-RICS continues to collaborate with radio shop partners to ensure Subscriber and Affiliate agencies have access to the most current programming lineups, configurations, and system updates.

LA-RICS Authority staff continues to actively participate in the Los Angeles Regional Interoperability Working Group and is currently leading the Operations Team Subcommittee. The Subcommittee held its inaugural meeting on July 23, which was highly productive and included strong participation from partner agencies throughout Los Angeles County, including several fire service agencies. The meeting provided an opportunity for agencies to share updates on radio programming efforts, lessons learned from FIFA-related operations, upcoming large-scale events, and ongoing efforts to enhance regional interoperability.

During the meeting, agencies discussed interoperability challenges, shared best practices, and highlighted the communication solutions and gateway capabilities being utilized to

improve coordination among public safety partners. Agencies provided updates on progress toward expanding shared communications capabilities, including radio programming initiatives that will allow additional agencies to seamlessly communicate across regional trunked radio systems. Several key partners, including law enforcement and fire agencies, reported significant progress toward programming completion and expanded access to regional interoperability resources.

LA-RICS also provided updates on its continued efforts to establish and strengthen interoperability connections with regional and neighboring systems. Through ongoing collaboration, LA-RICS has expanded connectivity with multiple partner agencies and continues to work toward increasing shared communications capabilities throughout the region. The Authority remains engaged with local, state, and federal partners to support interoperable communications, including continued coordination with federal agencies and neighboring jurisdictions to enhance mutual aid and emergency response capabilities.

The successful turnout and productive discussions during the first Operations Team Subcommittee meeting demonstrate the continued commitment among regional public safety agencies to improve coordination, address interoperability challenges, and ensure reliable communications capabilities are available when needed. LA-RICS looks forward to the continued growth and success of the Subcommittee and to working collaboratively with regional partners to develop viable standard operating procedures, establish consistent interoperability practices, and identify use case scenarios that further enhance communications coordination during planned events and emergency operations.

LA-RICS is pleased to report that the Authority recently received letters of appreciation from the City of South El Monte and the Chino Police Department Air Support Unit recognizing the coordination, dedication, and technical support provided by LA-RICS staff.

The City of South El Monte expressed appreciation for LA-RICS' assistance with radio programming efforts, noting the Authority's attention to detail and commitment to enhancing interoperability and communications capabilities. The Chino Police Department Air Support Unit also recognized LA-RICS for its support in integrating their new police helicopter radio capabilities, ensuring reliable communications for their operations and partner agencies. Both agencies expressed appreciation for LA-RICS' professionalism, technical expertise, and continued commitment to public safety.



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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2026

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

Dear Directors:

DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE SUPPLEMENTAL AGREEMENTS AND PURSUE COST RECOVERY AS MAY BE NEEDED TO ACHIEVE REGIONAL INTEROPERABILITY

SUBJECT

Board approval is requested to delegate authority to the Executive Director to execute supplemental agreements and pursue cost recovery fees, as may be needed, in connection with LA-RICS Subscriber and Affiliate User Agreements, to further the Authority's goal of achieving regional interoperability.

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute supplemental Agreements, Memorandum of Understandings (MOUs), ancillary documents, letters of intent or acknowledgement, etc., that may be needed to allow agencies to become Subscribers or Affiliates and utilize the Land Mobile Radio (LMR) System as either their primary radio communications or for mutual aid/automatic aid purposes to achieve interoperability in the region.
2. Delegate authority to the Executive Director to pursue cost recovery fees from agencies, as may be needed, for interconnection work, configuration work, goods, services, equipment, installation services, etc., performed by either the Authority and/or third parties, to aid agencies in becoming Subscribers or Affiliates and utilize the LMR System as either their primary radio communications or for mutual aid/automatic aid purposes to achieve interoperability in the region.

3. Direct the Executive Director to provide a quarterly report to the Board identifying any cost recovery fees the Authority has received from agencies for interconnection work, configuration work, goods, services, equipment, installation services, etc., in furtherance of regional interoperability.

BACKGROUND

As your Board is aware, the Authority has been working closely with public safety and first responders in the Los Angeles County region and onboard agencies to become Subscribers or Affiliates and utilize the LMR System as either their primary radio communications or for mutual aid/automatic aide purposes to achieve interoperability in the region. As part of this onboarding process, it has become apparent that some agencies require supplemental Agreements and/or ancillary documents be executed as part of their agencies processes to become a Subscriber or Affiliate.

Additionally, some agencies require certain interconnection and/or configuration work to permit them to utilize the LMR System. However, often times these are small agencies that do not have the expertise and/or contracts in place to perform this work. As your Board is aware, the Authority has the requisite in-house expertise, consultants, and contracts in place to assist agencies with onboarding efforts. Allowing the Authority to recover costs from these agencies to pay the Authority for either performing these services, and/or purchasing equipment in-house, and/or having a third-party perform said services/purchase equipment.

Should your Board approve the recommended actions, the Executive Director will have the delegated authority to execute supplemental Agreements and/or documents and pursue the recovery of costs, if any, necessary to onboard Subscribers and Affiliates in the furtherance of regional interoperability.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to request your Board delegate authority to the Executive Director to execute supplemental Agreements, MOUs, ancillary documents, letters of intent or acknowledgement, etc., that may be needed to allow agencies to become Subscribers or Affiliates and utilize LMR System and recover costs from agencies, as may be needed, for interconnection work, configuration work, goods, services, equipment, installation services, etc., performed by either the Authority and/or third parties contracting with the Authority, to assist agencies in becoming Subscribers or Affiliates and utilize the LMR System as either their primary radio communications or for mutual aid/automatic aide purposes to achieve interoperability in the region.

FISCAL IMPACT/FINANCING

At present, there is no fiscal impact. However, should the Authority need to recover costs from agencies to assist with onboarding efforts, the Authority will report to your Board on a quarterly basis, what, if any costs were recovered.

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 actions.

Respectfully submitted,

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

EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority



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SCOTT EDSON
EXECUTIVE DIRECTOR

August 6, 2026

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

Dear Directors:

APPROVE A SOLE SOURCE AGREEMENT WITH FIRST SIGNAL COMMUNICATION GROUP, LLC TO PROVIDE LAND MOBILE RADIO SYSTEM AND ENGINEERING CONSULTANT SERVICES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into a sole source agreement (Agreement) with First Signal Communication Group, LLC (First Signal) to provide Land Mobile Radio (LMR) System and Engineering Consultant Services to the Authority. The term of the Agreement will be for one (1) year, commencing upon the date of execution by both parties, with one (1) one-year renewal option, which may be exercised upon mutual agreement by both parties. The billed hourly rate will be \$135 with a not-to-exceed contract amount of \$235,440.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an Agreement between the Authority and First Signal Communication Group, LLC (First Signal), similar in form to the enclosed Agreement (**Enclosure**), to provide LMR System and Engineering Consultant Services to the Authority for a billed hourly rate of \$135, with a not-to-exceed contract amount of \$235,440 for the first year, commencing upon execution by both parties, with a one (1) one-year renewal option, which may be exercised upon mutual agreement by both parties for a total sum of \$470,880 for the base year plus one-year option, if exercised.
2. Delegate authority to the Executive Director to increase the contract amount annually by an additional aggregate not-to-exceed amount of \$75,000 at a billed hourly rate of \$125, for specialized services that can only be overseen and managed

by First Signal to carry out the transition of knowledge to the permanent replacement for this position. 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 \$75,000 per year, which in conjunction with Recommended Action No. 2 yield a maximum contract sum of \$620,880 for the base year plus one-year option, if exercised.

3. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement substantially similar in form to the enclosed Agreement (**Enclosure**).
4. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, including exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

BACKGROUND

As your Board is aware, the Authority is currently in its second year of maintenance and operations of the LMR System, with the third year of maintenance fast approaching. During this time, the Authority has been, among other things, working on the long-term operational oversight and management of the LMR System.

At the July 9, 2026 JPA Board Meeting, your Board approved the LA-RICS Executive Director to enter into negotiations for a Sole Source Agreement with First Signal Communication Group, LLC, a company established by Mr. Ted Pao, the recently retired LA-RICS Technical Lead, who oversaw all technical facets of the Land Mobile Radio (LMR) System, from the design phase to system deployment to the current year of maintenance and operations. Onboarding Mr. Pao to provide LMR System and Engineering Consulting Services, in the contemplated position as the Assistant Chief LMR System Officer for the Authority, would temporarily fill the vacancy left from his retirement while in parallel the Authority procures for his permanent replacement. Additionally, the Engineering Consultant Services Mr. Pao would provide under the Agreement would utilize his expertise for matters related to the LMR System and eventually provide a knowledge transfer to the incumbent Chief LMR System Officer.

First Singal, in particular, Mr. Pao brings forth an extensive amount of institutional knowledge and experience. Mr. Pao had dedicated eighteen (18) years of service to the LA-RICS Project, one of the longest tenured individuals on the LA-RICS Project. Moreover, Mr. Pao served as the LA-RICS Technical Lead responsible for the daily oversight and management of the LMR System and its fifty-eight (58) LMR Sites across the Los Angeles County region. Mr. Pao's strategic oversight and technical guidance over the LMR System and the LA-RICS project as a whole, has been instrumental in achieving interoperability in the region.

Should your Board approve the Sole Source Agreement, First Signal's responsibilities would include, but not be limited to, the following:

1. Management of the LA-RICS voice communication and information technology (IT) system security program which includes development and implementation of security policies, procedures, and responses to security incidents.
2. Address complex issues related to the fifty-eight (58) LMR 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.
3. Ensure the LA-RICS Authority adheres to security protocols established by local, state, and federal agencies.
4. Ensuring your Board is apprised of the LMR System's performance from an operational and technical perspective, highlighting the LMR System's many benefits while also providing solutions for current and upcoming issues.
5. Coordinate voice communication and information systems activities with other public agencies to optimize the use of existing hardware/software and to leverage design of new systems.
6. Meet and provide consultation with customers and vendors regarding communication, security, and service delivery needs to further seamless communication for all first responders in the region.
7. Research and balance cost-effective uses of advanced technologies with the migration to next-generation technologies.
8. Manage the LA-RICS disaster recovery planning and systems security administration and coordinate the response of LA-RICS mobile communication assets.
9. Guide and train the incumbent Chief LMR System Officer by imparting valuable institutional knowledge and provide the necessary instruction to ensure a seamless onboarding process to the LA-RICS Project.
10. Provide other engineering related services and activities as may be needed by the Authority, such as conducting quality assurance reviews from an engineering perspective of planning, design development, implementation, testing, LMR site infrastructure and engineering assessments including antenna towers, tower lighting, shelters, backup power, utilities, DC power systems, fire suppression, HVAC, remote monitoring systems, and conducting engineering inspections, etc.

The Authority has successfully negotiated a sole source agreement with First Signal Communication Group, LLC, substantially similar to the **Enclosure**, which includes a scope of work containing the work critical to serve as the Assistant Chief LMR System Officer and provide specialized Engineering Consultant Services to the Authority.

It is for these reasons your Board's approval is requested to authorize the Executive Director to enter into and execute a Sole Source Agreement with First Signal Communication Group, LLC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Agreement with First Signal Communication Group, LLC to serve as the Assistant Chief LMR System Officer and provide Engineering Consultant Services to the Authority for a billed hourly rate of \$135, with a not-to-exceed amount of \$235,440 per year.

Additionally, the recommended actions reflect delegating authority for an additional aggregate not-to-exceed amount of \$75,000 per year with an hourly billing rate of \$125, for specialized engineering related services to facilitate training and knowledge transfer to the permanent replacement that will serve as the Chief LMR System Officer for the Authority.

The LA-RICS Adopted Operating Budget for Fiscal Year 26-27 currently accounts for an Information Technology Manager III (IT Manager III) position with an annual amount of \$374,436, inclusive of salary and employee benefits. Additionally, the 26-27 Adopted Budget includes hours for a Senior Telecom System Engineer with an annual amount of \$247,134. If the Sole Source Agreement with First Signal is approved by your Board, Mr. Pao would be contracted against the IT Manager III position vacancy with specialized engineering services up to \$75,000 against the Senior Telecom System Engineer position, resulting in an annual cost savings of \$311,130.

Should your Board approve the recommended actions, the Agreement will be for an initial one (1) year term, commencing upon the date of execution of the Agreement by both parties, with one (1) one-year renewal option, which if exercised will be upon mutual agreement between both parties.

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 July 9, 2026, the Authority notified your Board of the Executive Director's intent to enter into negotiations for a sole source agreement with First Signal Communication Group, LLC, (First Signal) to serve as the Assistant Chief LMR System Officer and provide Engineering Consultant Services to the Authority.

The Agreement before your Board for consideration is the result of successful negotiations with First Signal. The Agreement with First Signal 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 \$310,440, with a billed hourly rate of \$135 and \$125 respectively, which if approved by your Board, will be funded by Subscriber Agreement Revenue in accordance with the LA-RICS Adopted Fiscal Year 2026-27 Operating Budget.

The LA-RICS Adopted Operating Budget for Fiscal Year 26-27 currently accounts for an Information Technology Manager III (IT Manager III) position with an annual amount of \$374,436, inclusive of salary and employee benefits. Additionally, the 26-27 budget includes a Senior Telecom System Engineer with an annual amount of \$247,134. If the Sole Source Agreement with First Signal is approved by your Board, Mr. Pao would be contracted against the IT Manager III position, resulting in an annual cost savings of \$311,130, funded by Subscriber Agreement Revenue in accordance with the LA-RICS Adopted Fiscal Year 2026-27 Operating Budget.

Future funding for this Agreement would be addressed in subsequent fiscal years via the LA-RICS annual budget adoption process.

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

Enclosure

cc: Counsel to the Authority



AGREEMENT NO. LA-RICS 030

BY AND BETWEEN

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

AND

FIRST SIGNAL COMMUNICATION GROUP, LLC

FOR

**LA-RICS ASSISTANT CHIEF LMR SYSTEM OFFICER
AND ENGINEERING CONSULTANT SERVICES**

AGREEMENT FOR LA-RICS ASSISTANT CHIEF LMR SYSTEM OFFICER
AND ENGINEERING CONSULTANT SERVICES

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AGREEMENT NO. LA-RICS 030
CONSULTANT SERVICES AGREEMENT

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EXHIBIT A	SCOPE OF WORK
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EXHIBIT C	INFORMATION SECURITY AND PRIVACY REQUIREMENTS
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AGREEMENT
LA-RICS ASSISTANT CHIEF LMR SYSTEM OFFICER
AND ENGINEERING CONSULTANT SERVICES

This Agreement and Exhibits made and entered into this _____ day of _____, 2026 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 Teddy Pao, individually and as a sole proprietor doing business as First Signal Communication Group, 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 reference.

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 through D 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	Schedule of Prices
Exhibit C	Information Security and Privacy Requirements
Exhibit D	LA-RICS Work Acceptance Certificate

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/Contract" means the agreement, which has been executed by the Consultant and the Authority.
- 2.3** "Authority's Contract Manager" means the individual who will oversee the Consultant's work pursuant to Exhibit A (Scope of Work).
- 2.4** "Award of Contract" means the date the LA-RICS Joint Powers Authority (JPA) Board of Directors awards the construction Contract to the Contractor.
- 2.5** "Awarding Entity/Authority" means the Authority.
- 2.6** "Board of Directors" means the LA-RICS JPA Board of Directors.
- 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 LA-RICS Authority or his authorized representative.
- 2.11** "Fiscal Year" means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 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) and Exhibit A (Scope of Work), including receipt and acceptance of such work by Executive Director, the Authority agrees to compensate the Consultant the billed hourly rate and Total Contract Sum amount pursuant to Exhibit B (Schedule of Prices). 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 is required to obtain the Authority's Acceptance of all tasks, deliverables, goods, services, work hours, and other work specified in Exhibit A (Scope of Work) by way of Exhibit D (Work Acceptance Certificate [WAC]), which shall be signed by the Authority's Contract Manager set forth in Exhibit A (Scope of Work). 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, and be accompanied by a WAC.

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 (NTP) 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 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Agreement must be submitted via email to the LA-RICS Authority Fiscal Officer at Gina.Samy@la-rics.org or mail to:

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 Contract Manager set forth in Exhibit A (Scope of Work) and include a WAC, which may be updated from time to time, pursuant to Section 5.5.1, 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 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 Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the Contract, it will require a written amendment to the Agreement first, 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. Should any specialized equipment be required, the Authority will provide such specialized equipment at no cost to the Consultant.

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 Contract Manager 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 one (1) year commencing on the date of execution of the Agreement by both parties. If mutually agreed to by both parties, this Agreement may be extended for one (1) additional one-year renewal option, not to exceed a total contract period of two (2) 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 Section 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 Contract Manager:

- 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 Section 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 section, 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 subsection 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 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 an 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. 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 section, 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 Agreement 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 Section 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 to 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 Section, Contractor 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 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 Contractor uses any subcontractor to perform services for the Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section 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 Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify the Authority if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor 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 Contractor demonstrate to the Authority's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- 16.4** Contractor'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 Contractor and/or bar Contractor 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 C (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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Consultant understands that it is the County's policy to encourage all County and Authority Consultants to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) 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 subconsultants place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

25. CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

25.1 Consultant acknowledges that the County, and by extension the Authority, 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, 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 Section 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 subsection, 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 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 Contract Manager any dispute between the Authority and the Consultant regarding the performance of services as stated in this Agreement. If the Authority's Contract Manager 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

CONSULTANT

First Signal Communication Group, LLC
2108 N Street
Sacramento, CA 95816
Ted Pao, Sole Member
tpao@yahoo.com

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 Executive Director 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 subsection 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 Section 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:

- The Consultant shall develop all publicity material in a professional manner; and
- 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's 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 Section 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 Section 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 section, 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 C (Information Security and Privacy Requirements).

56. ENTIRE AGREEMENT

This Agreement, Exhibit A (Scope of Work), Exhibit B (Schedule of Prices), Exhibit C (Information Security and Privacy Requirements), Exhibit D (LA-RICS Work Acceptance Certificate), 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.

* * *

AGREEMENT NO. LA-RICS 030
CONSULTANT SERVICES AGREEMENT

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**

**FIRST SIGNAL COMMUNICATION
GROUP, LLC**

By _____
Scott Edson, Executive Director

By _____
Ted Pao

**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
LA-RICS ASSISTANT CHIEF LMR SYSTEM OFFICER AND
ENGINEERING CONSULTANT SERVICES

A. AUTHORITY'S CONTRACT MANAGER

The Authority's Contract Manager who will oversee the Consultant's work will be the LA-RICS Executive Director who can be contacted at scott.edson@la-rics.org or at (323) 881-8281 and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Executive Director or designee are the only persons authorized by the Authority to request work of the Consultant.

B. BACKGROUND

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) built and deployed a Land Mobile Radio (LMR) System that operates in both UHF T-Band and 700 MHz spectrum which provides public safety first responders in the Los Angeles County region with real time mission critical voice and data communications that support day-to-day, mutual aid, and task force operations.

The LMR System is an APCO Project 25 (P25) Phase 1 and Phase 2 compliant, digital trunked communications system which is vendor agnostic allowing P25 compliant radios to operate on it. The LMR System is comprised of several Subsystems, which includes a Digital Trunked Voice Radio Subsystem (DTVRS), Analog Conventional Voice Radio Subsystem (ACVRS), Los Angeles Regional Tactical Communications Subsystem (LARTCS), and a Narrowband Mobile Data Network (NMDN). Additionally, these Subsystems are delivered via fifty-eight (58) LMR Sites dispersed across the Los Angeles County region spanning from Lancaster to San Dimas to Catalina Island.

C. WORK LOCATION

The primary work location is as follows:

LA-RICS Headquarters
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

If approved by the Authority's Contract Manager, Consultant may work offsite as may be necessary. 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).

D. 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 8 a.m. to 4:30 p.m. Monday through Friday, except County observed holidays, unless otherwise agreed upon between the Authority and Consultant. Additionally, 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 Peoples Day
Presidents' Day	Veterans Day
Farmworkers Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

In any event the Consultant deems it necessary to perform work outside of normal working hours, the Consultant shall notify the Authority Contract Manager 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.

E. WORK DESCRIPTION/CONSULTANT RESPONSIBILITIES

1. OVERVIEW

As the LA-RICS Assistant Chief LMR System Officer, Consultant will serve as the technical lead for the Authority. Consultant will be responsible for, among other things, overseeing and managing the deployment and day-to-day operations of the LMR System and protecting the LA-RICS LMR System and its Users from information technology (IT) security threats.

2. LA-RICS LEAD TECHNICAL REPRESENTATIVE

- 2.1 Provide all aspects of IT security-related technical, regulatory, and policy leadership to the Authority, including but not limited to, facilitating, developing, implementing, and maintaining all Information Technology (IT) security-related policies.
- 2.2 Communicate information to the Executive Director and the LA-RICS Board of Directors (Board) to integrate security and privacy-related programs to safeguard the Authority, its systems, resources, users, and data from security threats and to mitigate breaches.

- 2.3 Work closely with various committees (LA-RICS Technical Committee, LA-RICS Operations Committee, Ad-Hoc Committee(s)) to provide guidance to address security and system operation issues. Serve as committee chair as needed.
- 2.4 Support various public and private entities to ensure the Authority and the LMR System meets their different technical and security requirements.
- 2.5 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.
- 2.6 Coordinate with internal (Executive, Operational, Administrative) personnel and with local, state, and Federal agencies to deliver optimal performance and ensure maximum interoperability of the LMR System.
- 2.7 Oversee the Authority's Computer Emergency Response Team.

3. SAFEGUARD LA-RICS INFORMATION TECHNOLOGY (IT) REQUIREMENTS

- 3.1 Manage and direct the Authority's overall security initiatives to identify and mitigate systematic, IT, and operational security threats.
- 3.2 Fulfill current and anticipate any future Authority IT security needs and requirements.
- 3.3 Ensure the Authority's IT resources are implemented and configured to meet the Authority's IT security technical and operational standards and procedures.
- 3.4 Ensure the Authority's IT resources are maintained at current critical security patch levels and implement IT-based services that adhere to all applicable Authority IT security policies.
- 3.5 Manage and oversee the LA-RICS encryption key management program.
- 3.6 Ensure that Authority personnel follow the security protocols established by local, state, and federal agencies (e.g., CJIS) as applicable to LA-RICS and the LMR System.

- 3.7 Stay abreast of advances in P25 radio technology, public safety communications policy and best practices, as well as advances related to the following topics that may impact the LMR System and/or its Users:
- ✓ Public safety radio networks and interoperability standards.
 - ✓ Trunked and conventional radio systems, including P25 Phase I and Phase II, DMR, NXDN, and analog systems.
 - ✓ Encryption standards, key management, and over-the-air programming.
 - ✓ Compliance with DHS directives as it relates to interoperability and cybersecurity guidelines for emergency communications.
 - ✓ Federal Communications Compliance (FCC) compliance and regulations.

4. MANAGE LA-RICS AUTHORITY STANDARDS, POLICIES, AND PROCEDURES

- 4.1 Assist in the development and implementation of Standard Operating Procedures (SOP) as they relate to the LMR System and the goals and objectives of LA-RICS.
- 4.2 Develop, implement, and update service level agreements with user agencies and ensure incorporation of IT security standards.
- 4.3 Manage and protect the Authority's resources ensuring users adhere to pre-established policies and procedures, including but not limited to, the Authority's Acceptable Use Agreement.
- 4.4 Oversee the development and modify operations and maintenance policies and procedures, as necessary.
- 4.5 Implement and update security best practices and security controls and methods to protect the Authority from and mitigate information security threats and breaches.
- 4.6 Maintain and amend as necessary a Cybersecurity Incident Response Plan in accordance with the Authority's operations.
- 4.7 Oversee research and implementation of recommended procedural organizational, procedural, and other changes.

5. LA-RICS IT RESOURCE MANAGEMENT

- 5.1 Develop and direct the implementation of operational plans to support the Authority's business goals.

- 5.2 Manage and evaluate IT staff and ensure they meet performance requirements and strategic goals and objectives.
- 5.3 Provide coaching for performance improvement and development if necessary.
- 5.4 Manage, direct, and evaluate the work of staff who operate on the LA-RICS network operations center, data center operations, and support of hardware, software and other technology support functions.
- 5.5 Coordinates voice communication and information systems activities with the County of Los Angeles (County) and other public agencies to optimize use of existing hardware and software and leverage design of new systems.
- 5.6 Provide technical guidance for competitive procurements (including specification development for Request for Proposals, Invitation for Bids, etc.) as well as evaluate responses and recommend vendor selection.
- 5.7 Oversee awarded vendor IT contracts to ensure quality performance and milestones are met in a timely manner.
- 5.8 Manage and/or supervise and participate in the assessment and analysis of business requirements and development and maintenance of voice communication and IT applications for the Authority.
- 5.9 Ensure current and anticipated Authority needs can be appropriately accounted for in the current and future year budgets.
- 5.10 Promote efficient, cost-effective uses of advanced technologies and migration to next-generation technologies.
- 5.11 Serve as the lead for the Authority's training and educational efforts as it relates to advancing the Authority's needs.
- 5.12 Manages the Authority's disaster recovery planning and systems security administration and coordinates the response of the Authority's mobile communication assets.

6. AS-NEEDED ENGINEERING SERVICES

- 6.1 Consultant may be required to provide additional Engineering Services, which include, but are not limited to, performing various as-needed engineering-related activities, such as conducting quality assurance reviews from an engineering perspective of planning, design development, implementation, testing, and final deliverables related to LMR System site infrastructure and engineering including antenna towers, tower lighting, shelters, backup power, utilities, DC

power systems, fire suppression, HVAC, remote monitoring systems, conducting engineering inspections following weather or wildfire impacts and recommend improvements or scope of repair, site visits, review and provide engineering feedback on preventative maintenance reports (PM) and Key Performance Indicator (KPI) reports, etc.

- 6.2 In the event As-Needed Engineering Services are requested by the Authority, the scope for such As-Needed Engineering Services will be mutually agreed to by both parties prior to the commencement of any such work. The Authority and the Consultant will mutually agree to develop a quote based on the As-Needed Engineering Services Hourly Rates set forth in Exhibit B (Schedule of Prices) and amend the Agreement pursuant to Section 10 (Amendments) to include As-Needed Engineering Services work.

7. ADDITIONAL RESPONSIBILITIES

- 7.1 Consultant may be required to participate and travel to events such as conferences on behalf of the Authority to stay abreast of any IT news, updates, and trends which may impact the Authority and/or the LMR Systems and its Users. In the event such travel is required, Consultant will adhere to the LA-RICS Travel Program requirements and guidelines.
- 7.2 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 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 Acting Chief Technology Officer responsibilities set forth in this Exhibit A (Scope of Work).

F. CONSULTANT QUALIFICATIONS

The Consultant must have:

1. A Bachelor of Science Degree in Electrical Engineering (BSEE), Bachelor of Science Degree in Telecommunications Engineering, or a closely related field.
2. A minimum of ten (10) years of progressively responsible experience in managing the design, development, implementation, operation, and maintenance of a large, complex, radio system in a large, multi-service public or private sector organization.

EXHIBIT A

AGREEMENT NO. LA-RICS 030

3. Experience in managing and maintaining Motorola ASTRO25 trunked simulcast system within the last five (5) years (version 7.14 or later).
4. Five (5) years' experience with configuring and maintaining P25 system information (e.g. user talkgroup and fleetmap information).
5. Five (5) years' experience with creating performance and utilization reports on a P25 simulcast system and analog conventional simulcast systems.

PRICING SCHEDULE

The hourly rates listed herein on this Exhibit B (Pricing Schedule) shall be the fully burdened rates to provide Assistant Chief LMR System Officer and Engineering Consulting Services pursuant to Exhibit A (Scope of Work) and Agreement No. LA-RICS 030.

HOURLY RATE			
Position	Hourly Rate	Hours	Total (Hourly Rate x Hours)
Assistant Chief LMR System Officer	\$135	1,744	\$235,440
TOTAL CONTRACT SUM:			\$235,440

AS- NEEDED ENGINEERING SERVICES:

Pursuant to Section 6 (As-Needed Engineering Services), in particular, Section 6.2 of Exhibit A (Scope of Work), in the event additional Engineering Services are requested by the Authority, the scope for such Engineering Services will be mutually agreed to by both parties prior to the commencement of any such work. The Authority and the Consultant will mutually agree to develop a quote based on the As-Needed Engineering Services Hourly Rate set forth in this Exhibit B (Schedule of Prices) and amend the Agreement pursuant to Section 10 (Amendments) to include Engineering Services work.

Position	Hourly Rate
Engineering Specialist I	\$125
Engineering Specialist II	\$130
Field Engineer	\$125

INFORMATION SECURITY AND PRIVACY REQUIREMENTS LA-RICS ASSISTANT CHIEF LMR SYSTEM OFFICER AND ENGINEERING SERVICES CONSULTANT SERVICES

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 C) 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 C.

- 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 Executive Director. 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 Consultant 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, 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 C.

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 Executive Director prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF AUTHORITY INFORMATION

All Authority Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will 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 Executive Director.

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 Executive Director.

In addition, the Consultant shall not store Authority Information in the cloud or in any other online storage provider without written authorization from the Executive Director. All mobile devices storing Authority Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the Authority's Executive Director.

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.

The Consultant must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of Authority Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer Authority Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Consultant makes backups to removable media (as described in Section 9 (Storage and Transmission of Authority Information)), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 (Storage and Transmission of Authority Information).

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 Executive Director 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 Executive Director 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 Executive Director and Designee within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

Executive Director

Scott Edson
Authority's Executive Director
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8281
scott.edson@la-rics.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. Self-Audits

The Consultant shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Consultant's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the Authority.

The Consultant shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Consultant shall provide the audit results and any corrective action documentation to the Authority promptly upon its completion at the Authority's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any Authority Information, the Consultant shall promptly provide the Authority with copies of the same upon the Authority's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Authority pursuant to this Exhibit shall be provided at no additional charge to the Authority.

b. 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.



WORK ACCEPTANCE CERTIFICATE

Date: _____

Contractor/Agency: _____

Contract No.: _____

Site Name/Site ID: _____

Date(s) Work Completed: _____

Sum Payable Contemplated in this WAC: \$ _____

DESCRIPTION OF WORK COMPLETED

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	YES	NO
Deliverables and/or Supporting Document Attached:	☐	☐

Contractor Invoice No. (if applicable):		
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IF "NO" SUPPORTING DOCUMENTATION IS ATTACHED – EXPLANATION / JUSTIFICATION REQUIRED

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Project Management Approval (if applicable): _____

Technical Team and/or Operational Team Approval (if applicable): _____

Contracts / Grants / Fiscal Recommendation: _____

Lt. Recommendation to Executive Director: _____

Executive Director Approval: _____

AUTHORITY COMMENTS (IF ANY)

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**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

August 6, 2026

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

Dear Directors:

APPROVE AMENDMENT NO. 138 TO AGREEMENT NO. LA-RICS 007

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 138 to Agreement No. LA-RICS 007 (Agreement) to incorporate two (2) Change Orders to allow Motorola Solutions Inc. (MSI) to perform certain winter damage remediation work at the Frost Peak (FRP) site and to allow MSI to perform conduit installation work at the Topanga Peak (TOP) site. Additionally, Amendment No. 138 incorporates network engineering configuration hours and memorialized Console Subsystem Interface (CSSI) license costs into the Agreement, resulting in an increase to the Maximum Contract Sum in the amount of \$393,583.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that approval of Amendment No. 138 to include two (2) Change Orders related to winter damage remediation work at FRP site and conduit installation work at TOP site are within the scope of the Final Environmental Impact Report (EIR) for the Los Angeles Regional Interoperable Communications System (LA-RICS) LMR System, which was previously certified 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 two (2) sites (FRP, and TOP) 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.

2. Approve Amendment No. 138 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI), similar in form to the **Enclosure**, which reflects the following:
 - a. Incorporate a Change Order related to winter damage remediation work at FRP site as further described in this Board Letter, for a cost increase in the amount of \$97,088.
 - b. Incorporate a Change Order for certain conduit installation work at TOP site as further describe in this Board Letter, for a cost increase in the amount of \$275,795.
 - c. Incorporate one hundred (100) hours of network engineering configuration work as further described in this Board Letter, for a cost increase in the amount of \$20,700.
 - d. Memorialize CSSI licensing costs for the Authority and its Subscribers and Affiliates as further described in this Board Letter, with no cost impact at this time.
 - e. Increase the Maximum Contract Sum by \$393,583 from \$280,098,233 to \$280,491,816.
 - f. Delegate authority to the Executive Director to execute Amendment No. 138, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue one (1) or more Notices to Proceed (NTP) for the work contemplated in Amendment No. 138, as may be necessary.

BACKGROUND

As the Authority and MSI progress through the second year of Maintenance Services, there is certain unanticipated/unforeseen work and/or services that occasionally arise that are not included in the base maintenance plan, but are necessary to ensure LMR System sites remain operable. When work or service is required for continued operation of the LMR System, but is not included in the maintenance plan, it is addressed via the Change Order process. This is the case with the Change Orders reflected in Amendment No. 138, before your Board for consideration.

Amendment No. 138 is requesting your Boards approval to include two (2) Change Orders into the scope of the Agreement. The first Change Order is to remediate winter damage that occurred at the FRP site. This remediation work includes tower repair, alignment, hardware installation, testing services, as well as structural adjustments, antenna replacements, jumper inspections, line sweeps, site safety and security repairs. The second Change Order will allow MSI to perform conduit installation work at the TOP site, which includes but is not limited to, site preparation and utility location; excavation and demolition; conduit installation; site restoration; equipment staging and transport; cabling and grounding; rack, GPS and tower antenna installation, which is necessary to for a 700 MHz transmit and receive system upgrade.

Additionally, Network Engineer hours are being included into the Agreement to allow the Authority to leverage configuration services from MSI for network configuration work to enhance connectivity to the LMR System, onboard Subscribers and Affiliates, and other network connectivity configuration work that may be needed to achieve interoperability within the region. Such network may include, but not be limited to, provide network configuration work to establish CSSI connections for Subscribers and Affiliates, provide network backhaul configuration work to establish an alternative backhaul for the Authority's COLT/COPT, provide network configuration work to connect to ESChat FedRAMP services for functionality and security, etc.

Lastly, Amendment No. 138 seeks to memorialize CSSI licensing costs provided by MSI to allow the Authority and its Subscribers and Affiliates to leverage these costs should CSSI licensing and connections be required to allow agencies to connect to the LMR System, which furthers the Authority's goal of interoperability.

Should your Board approve Amendment No. 138 the recommended actions will be carried out in the manner described in this Board Letter.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended action will authorize the Executive Director to execute Amendment No. 138 to incorporate two (2) Change Orders, include network engineering configuration hours, and memorialize CSSI license pricing, which if approved, increases the Maximum Contract Sum in the amount of \$393,583.

The Change Orders have been reviewed by Authority staff, as well as the Authority's consultant (Jacobs) and MSI, with both parties negotiating and agreeing to all proposed actions. Further, the Change Orders are presented to the Change Control Board (CCB), which includes stakeholder participation and oversight from member agency representatives from County of Los Angeles Sheriff's Department (Sheriff's Department) and County of Los Angeles Fire Department (Fire Department). Additionally, the CCB includes participation and oversight from Authority project team members representing finance, grants, and contracts. The CCB participants vetted the Change Orders presented to your Board for consideration and recommend approval.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at two (2) sites (FRP and TOP) 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 the two (2) sites (FRP and TOP) 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 the two (2) sites (FRP and TOP) 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.

Upon the Board's approval of the recommended actions for Amendment No. 138, the Authority will file a Notice of Determination (NOD) for the two (2) sites (FRP and TOP) with the County Clerk and the State Clearinghouse in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FISCAL IMPACT/FINANCING

The work included in Amendment No. 138 results in an increase to the Maximum Contract Sum in the amount of \$393,583 from \$280,098,233 to \$280,491,816.

If approved by your Board, the work contained in Amendment No. 138 will be funded by the Urban Areas Security Initiative (UASI) grants in accordance with the LA-RICS Adopted Fiscal Year 2026-27 Operating Budget.

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 the manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

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

This Amendment Number One Hundred Thirty-Eight (together with all exhibits, attachments, and schedules hereto, "Amendment No. 138") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of August _____ 2026, 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. 137.

WHEREAS, the Authority and Contractor desire to further amend the Agreement to (a) incorporate a Change Order related to certain winter damage remediation work at Frost Peak (FRP) site for a cost increase in the amount of \$97,088; (b) incorporate a Change Order for conduit installation work at Topanga Peak (TOP) site for a cost increase in the amount of \$275,795; (c) incorporate one hundred (100) Network Engineer hours (\$207) for various configuration work that is needed to develop alternative backhaul, to onboard Subscribers and Affiliates., etc. for a cost increase in the amount of \$20,700; (d) memorialize Console Subsystem Interface (CSSI) costs for future use; (e) increase the Maximum Contract Sum by \$393,583 from \$280,098,233 to \$280,491,816; and (c) make other certain changes as set forth in this Amendment No. 138.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 138, 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. 138 refer to sections of the Agreement, as amended by this Amendment No. 138.

2. LMR CHANGE ORDERS

The parties agree and acknowledge the Contractor will perform the Work outlined in COR No. 123 to remediate winter damage that occurred at the FRP site. This

includes tower repair, alignment, hardware installation, testing services, as well as structural adjustments, antenna replacements, jumper inspections, line sweeps, site safety and security repairs.

Additionally, pursuant to COR No. 125, the parties further agree and acknowledge the Contractor will perform conduit installation work at the TOP site, which includes but is not limited to, site preparation and utility location; excavation and demolition; conduit installation; site restoration; equipment staging and transport; cabling and grounding; rack, GPS and tower antenna installation.

COR No. 123 and COR No. 125 are included into the Agreement herein by this reference, pursuant to Section 2 of this Amendment No. 138, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments), which is attached to this Amendment No. 138.

LMR CHANGE ORDERS					
Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	FRP	Frost Peak	COR 123	Winter Damage Remediation	\$97,088
2.	TOP	Topanga Peak	COR 125	Conduit Installation Work	\$275,795
TOTAL CHANGE ORDER AMOUNT:					\$372,883

3. NETWORK CONFIGURATION HOURS

The parties agree and acknowledge that one hundred (100) hours for network configuration work and services will be included into Exhibit C.26 (Interconnections for UASI Approval Authority), which is attached to this Amendment No. 138. The network configuration work can be utilized for any network configuration work the Authority needs to enhance connectivity to the LMR System, onboard Subscribers and Affiliates, and other network connectivity configuration work that may be needed to achieve interoperability within the region. Such network may include, but not be limited to, provide network configuration work to establish CSSI connections for Subscribers and Affiliates, provide network backhaul configuration work to establish an alternative backhaul for the Authority's COLT/COPT, provide network configuration work to connect to ESChat FedRAMP services for functionality and security, etc.

The specific network configuration work will be scoped out via the Change Order Request process, and the usage of these Network Configuration hours will be tracked by both parties and reconciled as may be needed. The hours are based on the Network Engineer rate set forth in Exhibit C.11 (Hourly Rates).

NETWORK CONFIGURATION				
Item No.	Description	Hours	Hourly Rate	Total
1.	Network Engineer Configuration Hours	100	\$207	\$20,700

4. CSSI LICENSING

The parties agree and acknowledge that the CSSI Licensing rates provided by Contractor will be memorialized in Exhibit C.26 (Interconnections for UASI Approval Authority), which is attached to this Amendment No. 138. The parties further agree, should the Authority or its Subscribers or Affiliates require the purchase of such CSSI licenses, the pricing included in in Exhibit C.26 (Interconnections for UASI Approval Authority) as revised in this Amendment No. 138, can be leveraged. If the Authority needs to purchase a CSSI license, the memorialized pricing will be used and an Amendment will be processed pursuant to the Agreement.

CSSI LICENSING				
Item No.	Description	Quantity	Price	Total
1.	CSSI licenses are \$30,000/console for a 3rd-party, non-Motorola console	1	\$30,000	\$30,000
2.	CSSI licenses are \$5,000 /console if using a Motorola Avtec Console	1	\$5,000	\$5,000
3.	CSSI licenses are \$0 /console if using a Motorola AXS Console as AXS consoles don't require a CSSI License	1	\$0	\$0
Note: These prices are ONLY for the CSSI licenses and do not include the SI (System Integration) required to connect the consoles at the dispatch location to the LA RICS system				

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 Eighty Million, Four Hundred Ninety-One Thousand and Eight Hundred Sixteen Dollars (\$280,491,816)** which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

6. AMENDMENTS TO AGREEMENT EXHIBITS

6.1 Exhibit C.1 (LMR System Payment Summary) of 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. 138 and incorporated herein by this reference.

6.2 Exhibit C.17 (LMR Change Order Modifications) of 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. 138 and incorporated herein by this reference.

- 6.3 Exhibit C.26 (Interconnections for UASI Approval Authority) is deleted in its entirety and replaced with Exhibit C.26 (Interconnections for UASI Approval Authority), which is attached to this Amendment No. 138 and incorporated herein by this reference.
7. This Amendment No. 138 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. 138;
- 7.2 Counsel to the Authority has approved this Amendment No. 138 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. 138;
- 7.4 The Executive Director of the Authority has executed this Amendment No. 138.
8. Except as expressly provided in this Amendment No. 138, 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. 138 on behalf of Contractor represent and warrant that the person executing this Amendment No. 138 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 138, and that all requirements of Contractor to provide such actual authority have been fulfilled.
10. This Amendment No. 138 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 138 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

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 138

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
LMR SYSTEM PHASES 1 THROUGH 4				
Phase 1 ^(Note 1)	\$ -	\$ 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
SUBTOTAL (PHASES 1 to 4):	\$ -	\$ 162,163,724	\$ 13,505,169	\$ 148,658,553
PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS				
Phase 5 (15 Years) (Years 1 & 2 Exercised)	\$ 43,821,900	\$ 6,741,831	\$ -	\$ 43,821,900
LMR System SUA (15 Years)	\$ -	\$ 64,566,876	\$ -	\$ 64,566,876
TOTAL (PHASES 1 to 5):	\$ 43,821,900	\$ 168,905,555	\$ 13,505,169	\$ 192,480,453
ADDITIVE ALTERNATES				
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
ADDITIONAL/SUPPLEMENTAL				
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		\$ 4,940,106	\$ 358,021	\$ 4,582,086
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		\$ 2,739,024		\$ 2,739,024
Network Engineering Configuration		\$ 20,700		\$ 20,700
LMR Proceed Orders (1-7)		\$ 59,218		\$ 59,218
SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:	\$ 118,476,337	\$ 252,568,675	\$ 21,693,937	\$ 342,609,243
TOTAL CONTRACT SUM:	\$252,568,675			
LMR Discounts^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$280,491,816			

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.

EXHIBIT C.17

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 138

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
Amendment No. 28					
MSI-003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage	\$ 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
Amendment No. 28 Subtotal			\$ 24,953	\$ 2,495	\$ 22,458
Amendment No. 29					
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
Amendment No. 29 Subtotal			\$ 38,456	\$ 3,846	\$ 34,610
Amendment No. 30					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
Amendment No. 30 Subtotal			\$ 4,195	\$ 420	\$ 3,776
Amendment No. 31					
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
Amendment No. 31 Subtotal			\$ 19,573	\$ 1,957	\$ 17,616
Amendment No. 33					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 33 Subtotal			\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 34					
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
Amendment No. 34 Subtotal			\$ 90,744	\$ 9,074	\$ 81,670
Amendment No. 35					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 35 Subtotal			\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 36					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
Amendment No. 36 Subtotal			\$ 4,952	\$ 495	\$ 4,457
Amendment No. 37					
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

EXHIBIT C.17

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 138

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
Amendment No. 37 Subtotal			\$ 56,337	\$ 5,634	\$ 50,703
Amendment No. 38					
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
Amendment No. 38 Subtotal			\$ 74,426	\$ 7,443	\$ 66,983
Amendment No. 39 and Amendment No. 105 (Unilateral Amendment 30)					
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 1 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
Amendment No. 39 Subtotal			\$ 57,300	\$ 5,730	\$ 51,570
Amendment No. 41 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 40,899	\$ 4,090	\$ 36,809
MSI-5069	RPV1	New Phase 1 Work	\$ 44,808	\$ 4,481	\$ 40,327
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHF	ACM/LCP Testing and Monitoring	\$ -	\$ -	\$ -
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
Amendment No. 41 Subtotal			\$ 218,595	\$ 21,860	\$ 196,736
Amendment No. 43 and Amendment No. 44 and Amendment No. 105 (Unilateral Amendment 30)					
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
Amendment No. 43 and Amendment No. 44 Subtotal			\$ 112,676	\$ 11,268	\$ 101,408
Amendment No. 45					
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
Amendment No. 45 Subtotal			\$ 39,050	\$ 3,905	\$ 35,145
Amendment No. 46					
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
Amendment No. 46 Subtotal			\$ 375,728	\$ 37,573	\$ 338,155

EXHIBIT C.17

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 138

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 47					
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	RHH	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
Amendment No. 47 Subtotal			\$ 710,217	\$ 71,022	\$ 639,196
Amendment No. 48					
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	\$ -	\$ -	\$ -
Amendment No. 48 Subtotal			\$ 10,159	\$ 1,016	\$ 9,143
Amendment No. 49 and Amendment No. 59					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	road, etc	\$ -	\$ -	\$ -
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
Amendment No. 49 Subtotal			\$ 110,000	\$ 11,000	\$ 99,000
Amendment No. 50					
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
Amendment No. 50 Subtotal			\$ 375,108	\$ 37,511	\$ 337,597
Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)					
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	\$ -	\$ -	\$ -
Amendment No. 51 Subtotal			\$ 11,196	\$ 1,120	\$ 10,076
Amendment No. 52					
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
Amendment No. 52 Subtotal			\$ 34,359	\$ 3,436	\$ 30,923
Amendment No. 53					
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
Amendment No. 53 Subtotal			\$ 342,460	\$ 34,246	\$ 308,214
Amendment No. 54					
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
Amendment No. 54 Subtotal			\$ 138,707	\$ 13,871	\$ 124,836
Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 55 Subtotal			\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 56					
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709

EXHIBIT C.17

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 138

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 58 Subtotal			\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)					
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
Amendment No. 59 Subtotal			\$ 15,876	\$ 1,588	\$ 14,288
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64 and Amendment No. 88					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 64 nd Amendment No. 88 Subtotal			\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 86					
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
Amendment No. 86 Subtotal			\$ 14,386	\$ 1,439	\$ 12,947
Amendment No. 88					
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	\$ -	\$ -	\$ -
Amendment No. 88 Subtotal			\$ 15,932	\$ 1,593	\$ 14,339
Amendment No. 90, Amendment No. 114, Amendment 115, and Amendment 116					
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
Amendment No. 90, Amendment No. 114, Amendment No. 115, and Amendment No. 116 Subtotal			\$ 114,729	\$ 6,072	\$ 108,657
Amendment No. 91					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 91 Subtotal			\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 92					
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
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291

EXHIBIT C.17

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 138

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 108					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
Amendment No. 108 Subtotal			\$ 3,263	\$ 326	\$ 2,937
Amendment No. 109					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
Amendment No. 109 Subtotal			\$ 2,379	\$ 238	\$ 2,141
Amendment No. 110					
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
Amendment No. 110 Subtotal			\$ 6,600	\$ 660	\$ 5,940
Amendment No. 111					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
Amendment No. 111 Subtotal			\$ 6,904	\$ 690	\$ 6,214
Amendment No. 112					
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
Amendment No. 112 Subtotal			\$ 17,299	\$ 1,730	\$ 15,569
Amendment No. 119					
MSI-5117	MMC	MMC HVAC Restoration Work	\$ 29,316	\$ -	\$ 29,316
MSI-5148	CCB	CCB Court Denied Access to FPS Fire Suppression	\$ 900	\$ -	\$ 900
Amendment No. 119 Subtotal			\$ 30,216	\$ -	\$ 30,216
Amendment No. 121					
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
Amendment No. 121 Subtotal			\$ 9,637	\$ -	\$ 9,637
Amendment No. 125					
MSI-5167	FRP	Cummins Generator Service	\$ 2,250	\$ -	\$ 2,250
MSI-5173	Various	DPS Waterbug Monitoring	\$ 12,526	\$ -	\$ 12,526
Amendment No. 125 Subtotal			\$ 14,776	\$ -	\$ 14,776
Amendment No. 127					
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
Amendment No. 127 Subtotal			\$ 33,309	\$ -	\$ 33,309
Amendment No. 128					
MSI-5201	CCT	Flynn Air Denied Entry	\$ 850	\$ -	\$ 850
Amendment No. 128 Subtotal			\$ 850	\$ -	\$ 850
Amendment No. 129					
MSI-5200	GRM	Fire Damage Remediation	\$ 140,901	\$ -	\$ 140,901
MSI-5224	ESR, MML, LPC	Diesel Generator Full Service Preventative Maintenance Work	\$ 20,743	\$ -	\$ 20,743
Amendment No. 129 Subtotal			\$ 161,644	\$ -	\$ 161,644
Amendment No. 130					
MSI-5200	CPK	Installation Work for a Microwave Antenna	\$ 5,688	\$ -	\$ 5,688
MSI-5238	FRP	Installation Work for 4 Microwave Antennas	\$ 139,381	\$ -	\$ 139,381
Amendment No. 130 Subtotal			\$ 145,069	\$ -	\$ 145,069
Amendment No. 131					

EXHIBIT C.17

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 138

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-5247	HPK	Cylinder retrieval, refill, replacement	\$ 14,324	\$ -	\$ 14,324
Amendment No. 131 Subtotal			\$ 14,324	\$ -	\$ 14,324
Amendment No. 133					
COR 115	HPK	Fire Damage Remediation	\$ 7,472	\$ -	\$ 7,472
COR 116	BUR1	Construction Work for SCE Utility Power Design	\$ 143,453	\$ -	\$ 143,453
COR 117	--	Genesis CAdi Interface Connection and IMW API Enablement Work	\$ 115,685	\$ -	\$ 115,685
Amendment No. 133 Subtotal			\$ 266,610	\$ -	\$ 266,610
Amendment No. 134					
COR 118	Various	LASD Custody Sites Grounding and installation work and DTVRS equipment relocation work from Station B to the Cell on Wheels (COW)	\$ 37,091	\$ -	\$ 37,091
Amendment No. 134 Subtotal			\$ 37,091	\$ -	\$ 37,091
Amendment No. 135					
COR 119	GRM	Power Infrastructure Installation Work	\$ 149,186	\$ -	\$ 149,186
Amendment No. 135 Subtotal			\$ 149,186	\$ -	\$ 149,186
Amendment No. 136					
COR 120	HPK	Fire Damage Remediation	\$ 5,678	\$ -	\$ 5,678
COR 121	MTL2	Antenna Replacement	\$ 4,173	\$ -	\$ 4,173
Amendment No. 136 Subtotal			\$ 9,851	\$ -	\$ 9,851
Amendment No. 137					
COR 122	Various	Ball Valve Installation Work	\$ 20,363	\$ -	\$ 20,363
COR 124	--	Keyloaders	\$ 40,080	\$ -	\$ 40,080
Amendment No. 137 Subtotal			\$ 60,443	\$ -	\$ 60,443
Amendment No. 138					
COR 123	FRP	Winter Damage Remediation	\$ 97,088	\$ -	\$ 97,088
COR 125	TOP	Conduit Installation Work	\$ 275,795	\$ -	\$ 275,795
Amendment No. 138 Subtotal			\$ 372,883	\$ -	\$ 372,883
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 4,940,106	\$ 358,021	\$ 4,582,086

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.

SCHEDULE OF PAYMENTS
EXHIBIT C.26 - INTERCONNECTIONS FOR UASI APPROVAL AUTHORITY (AA)

INTERCONNECTION WORK FOR UASI APPROVAL AUTHORITY (AA) INTEROPERABILITY				
ITEM	DELIVERABLE	QUANTITY	PRICE	TOTAL
AMENDMENT 124				
1	Premium Critical Connection and Smart Connect Solution and Configuration*	1	\$ 1,300,000	\$ 1,300,000
2	Manual Roaming to Auto Roaming Upgrades	2	\$ 125,000	\$ 250,000
3	Dedicated Priority Circuits (3 Year Term)	3	\$ 30,000	\$ 90,000
4	Mutual Aid Roaming Licenses (50,000 Licenses)	1	\$ 100,000	\$ 100,000
Amendment 124 Total:				\$ 1,740,000
AMENDMENT 133				
1	Manual Roaming to Auto Roaming Upgrades (Additional)	3	\$ 125,000	\$ 375,000
2	ISSI Interconnection Configuration Work	8	\$ 57,433	\$ 459,464
3	CSSI Licensing for MTA (AVTEC)	1	\$ 30,000	\$ 30,000
4	UEM Licenses for Additional LA-RICS Users	5	\$ 22,400	\$ 112,000
5	Network Configuration and Troubleshooting Service Package (80 Hours)	1	\$ 22,560	\$ 22,560
6	ISSI Licensing	4	Included	Included
Amendment 133 Total:				\$ 999,024
TOTAL INTERCONNECTION WORK FOR UASI AA AMOUNT:				\$ 2,739,024
*MSI will ensure the setup of Critical Connect includes the all the configuration/connectivity required for Smart Connect				

AMENDMENT 138				
NETWORK ENGINEERING CONFIGURATION				
Item No.	Description	Hours	Hourly Rate	Total
1	Network Engineer Configuration Hours	100	\$207	\$20,700
TOTAL NETWORK CONFIGURATION AMOUNT:				\$ 20,700

AMENDMENT 138				
CSSI LICENSING				
Item No.	Description	Quantity	Price	Total
1	CSSI licenses are \$30,000/console for a 3rd-party, non-Motorola console	1	30,000	30,000
2	CSSI licenses are \$5,000 /console if using a Motorola Avtec Console	1	5,000	5,000
3	CSSI licenses are \$0 /console if using a Motorola AXS Console as AXS consoles don't require a CSSI License	1	0	0
Note: These prices are ONLY for the CSSI licenses and do not include the SI (System Integration) required to connect the consoles at the dispatch location to the LA RICS system				



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

August 6, 2026

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

Dear Directors:

DELEGATED AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO PURCHASING AGREEMENTS WITH SERVICES AND SUPPLIES VENDORS

SUBJECT

Board approval is requested to delegate authority to the Executive Director to execute purchasing agreements for services and supplies (S&S) that were competitively procured in accordance with the established budget limits and LA-RICS Fiscal Manual for S&S.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute purchasing agreements with services and supplies vendors for the procurement of S&S items in accordance with the LA-RICS Fiscal Manual Expenditure and Authorization Limits per instance up to \$50,000 and annual approved budgetary limit of \$212,000;
2. Delegate authority to the Executive Director to approve invoices related to executed purchasing agreements in accordance with the LA-RICS Fiscal Manual and annual approved budgetary limits.

BACKGROUND

The LA-RICS Authority historically purchased S&S goods and services including professional and specialized services, office expenses, etc. through the Los Angeles County Fire Department or the Los Angeles County Sheriff Department. However, due to County procurement cycles, calendared down-time on S&S purchases to accommodate fiscal year opening and closing, as well as budgetary countywide "freeze"

the LA-RICS project team is unable to place orders for S&S items during the first 3 months of the fiscal year (July – September) or the last three months of the fiscal year (April – June) as well as at varied times during the fiscal year depending on Countywide budget restrictions. These S&S order “pauses” occur despite having available budgeted funds earmarked and adopted for LA-RICS S&S. This process is problematic and inefficient.

Given these purchasing constraints, the Authority would like to enter into purchasing agreements directly with the same vendors the County utilizes and conduct direct purchasing for S&S items in accordance with previously approved S&S limits as detailed in the LA-RICS Fiscal Manual (Enclosure) as well as the annual adopted budget limits. These purchasing agreements will result from cooperative or piggybacked contracts that allow other government agencies to purchase from them, and were competitively bided. The Authority will obtain agreements/purchase orders with the same S&S vendors from cooperative or piggybacked contracts from the County of Los Angeles and enter into direct agreements with them via S&S purchasing agreement/purchase order.

These S&S purchases will continue to be encumbered, invoiced and paid through the same established fiscal processes, including compliance with separation of duties for appropriate level buyer(s) and approver(s) as well as separately tracked as an S&S line item fiscal expenditure and paid in accordance with the same through the LA-RICS fiscal agent, the County of Los Angeles Auditor Controller. S&S expenditures will continue to be tracked in your annual budget status reports to the County of Los Angeles CEO as well as through your annual budget for estimated and actual expenditures.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Executive Director to execute agreement(s) with S&S vendors for direct purchase by the Authority and approve invoices corresponding to the same.

By executing these direct agreement(s) the Authority will be able to conduct year-round purchasing in accordance with established budgetary limits.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommended actions.

CONCLUSION

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

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



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Fiscal Manual		007-2010-A
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	08/05/10	06/27/18

1.0 PURPOSE

To provide guidance to the LA-RICS Executive Director and staff in fiscal and procurement issues and serve as a resource guide of fiscal policies, procedures and internal controls to safeguard and manage the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) assets.

2.0 POLICY

Pursuant to Section 2.03 (Purpose of the Board) of the LA-RICS Joint Powers Agreement (Agreement), the Authority shall provide structure for administrative and fiscal oversight.

On June 3, 2010, the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) took action and referred the draft LA-RICS Joint Powers Agreement Fiscal Manual (LA-RICS Fiscal Manual) to the LA-RICS Finance Committee for review and final recommendation. On July 12, 2010, the Finance Committee reviewed the Fiscal Manual and it was recommended to the Board on August 5, 2010, for final adoption.

The LA-RICS Executive Director and management team will use the LA-RICS Fiscal Manual as a day-to-day guide to manage and control fiscal operations and to meet their responsibilities to manage funds and other LA-RICS assets.

It will be updated and maintained by the LA-RICS Executive Director in accordance with procedures detailed within the LA-RICS Joint Powers Agreement Fiscal Manual (Enclosure 1). To review the LA-RICS Fiscal Manual in its entirety, please refer to Enclosure 1.

3.0 GUIDELINES/PROCEDURES

LA-RICS Joint Powers Agreement (Agreement) was approved in January 2009 and provides overall guidance on administrative matters. Pursuant to Section 4.04

POLICY TITLE	POLICY NO.
LA-RICS Fiscal Manual	007-2010-A

(limitation on Exercise of Powers) of the Agreement, "All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as applicable to the County of Los Angeles (County), as may be amended from time to time."

Furthermore, Pursuant to Section 3.02 (Treasurer) of the Agreement, the County Treasurer and Tax Collector and the Auditor-Controller shall be the Treasurer and Auditor-Controller for the Authority, respectively.

The Los Angeles County Fiscal Manual (County Fiscal Manual) is the primary resource guide for all County fiscal matters. Therefore, based on the direct connection between the JPA and the County in fiscal matters cited above, the County Fiscal Manual provides the overall governing regulations and guidelines for all Authority fiscal matters.

The LA-RICS Fiscal Manual specifically addresses several of the subjects included in the County Fiscal Manual. For subjects not specifically included in this document, the County Fiscal Manual will provide specific guidance and instruction.

The LA-RICS Executive Director shall be responsible for maintaining and updating the LA-RICS Fiscal Manual. The LA-RICS Executive Director may make routine minor changes administratively. Significant updates, such as signature and expenditure authority rules, will be submitted to the LA-RICS Finance Committee and, upon their approval, be recommended to the Board for final adoption.

References:

- August 5, 2010 – LA-RICS JPA Board Action (Agenda Item 4.a)

Policy Updates:

- January 5, 2012 – LA-RICS JPA Board of Directors Action (Agenda Item 6).
 - Revision 1 to the LA-RICS Fiscal Manual approved to increase the value of the Executive Director's delegated authority regarding the payment of invoices.
- August 1, 2013 – LA-RICS JPA Board of Directors Action (Agenda Item 8).
 - Revision 2 to the LA-RICS Fiscal Manual approved to increase the value of the Executive Director's delegated authority regarding the payment of invoices.
- June 27, 2018 – LA-RICS JPA Board of Director Action (Agenda Item H)
 - Revision 3 to the LA-RICS Fiscal Manual approved to specifically address remittance of interest earned on advanced grant funds.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS AGREEMENT FISCAL MANUAL

Revision 1 – January 5, 2012

Revision 2 – August 1, 2013

Revision 3 – June 27, 2018

Introduction

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) Fiscal Manual is a resource guide of fiscal policies, procedures, and internal controls to safeguard and manage Authority assets. The Executive Director and management team will use this Fiscal Manual as a day-to-day guide to manage and control fiscal operations and to meet their responsibilities to manage funds and other LA-RICS assets.

This Fiscal Manual was initially approved by the Authority Board of Directors (Board) on August 5, 2010, amended by the Board on January 5, 2012 and August 1, 2013, and will be updated and maintained by the Executive Director in accordance with procedures detailed within the Fiscal Manual.

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Chapter 1 – Governing Regulations and Guidelines

1.1.0 Governing Regulations and Guidelines

1.1.1 Introduction and Summary

LA-RICS Authority Joint Powers Agreement (Agreement) was approved in January 2009 and provides overall guidance on administrative matters. Section 4.04 states "All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as applicable to the County of Los Angeles (County), as may be amended from time to time."

Section 3.02 of the Agreement states the County Treasurer and Tax Collector and the Auditor-Controller shall be the Treasurer and Auditor-Controller for the Authority, respectively.

1.1.2 Los Angeles County Fiscal Manual

The Los Angeles County Fiscal Manual is the primary resource guide for all County fiscal matters. Therefore, based on the direct connection between the JPA and the County in fiscal matters cited above, the County Fiscal Manual provides the overall governing regulations and guidelines for all Authority fiscal matters.

The Authority Fiscal Manual specifically addresses several of the subjects included in the County Fiscal Manual. For subjects not specifically included in this document, the County Fiscal Manual will provide specific guidance and instruction.

1.1.3 Maintenance and Updates to the Authority Fiscal Manual

The Executive Director shall be responsible for maintaining and updating the Authority Fiscal Manual. The Executive Director may make routine minor changes administratively. Significant updates, such as signature and expenditure authority rules, will be submitted to the Authority Finance Committee and, upon their approval, finally to the Board.

Chapter 2 – Payroll

2.1.0 Payroll

2.1.1 Decentralization of Payroll

The Authority does not and will not directly employ any employees. Any LA-RICS member staff assigned to the Authority will remain employees of their member department/city/agency. All payroll responsibilities will therefore be decentralized and will remain the responsibility of the member agencies.

2.1.2 Authority of the Director

The Executive Director may at their discretion, review specific administrative items, such as time records and invoices from agencies seeking reimbursement for employee services, to ensure the accurate and appropriate accounting of Authority expenditures.

2.1.3 Contract Employees

The Authority may directly retain contractors to perform services. County procurement procedures and the County Fiscal Manual will govern the fiscal aspects of solicitation, contracting, and payment of these contractors.

Chapter 3 – Procurement and Contracting

3.1.0 PROCUREMENT AND CONTRACTING

3.1.1 Procurement and Contracting Procedures

Overall Authority procurement and contracting policies and procedures will be governed by County procurement policies and procedures in accordance with Section 4.04 of the Authority Agreement. Exceptions may be made for specific items (e.g., expenditure authority limitations outlined below) as approved by the Board.

The County Board of Supervisors has adopted certain policies and programs to be applied to County purchase orders and service contracts. These policies and programs are specifically excluded because they do not directly relate to the Authority's procurement of goods and services.

3.1.2 Expenditure Approval Authorizations

The Board is responsible for establishing appropriate limits of expenditure approval authorization. Only the Board, the Executive Director or their designee may approve Authority contracts, invoices, and other expenditures.

3.1.3 Expenditure Authorizations Limits

Revised on January 5, 2012 and on August 1, 2013

As approved at the Board meeting on August 1, 2013, the expenditure authorization limits are as follows:

- For contracts, agreements and memoranda of understanding (MOU) previously authorized by the Board with a maximum contract sum under \$100,000,000, the Executive Director, or such person's designee, is authorized to approve payment of invoices in an individual amount up to \$500,000.
- For contracts, agreements and MOU's previously approved by the Board with a maximum contract sum under \$100,000,000, the Executive Director, or such person's designee, and the Board's Chair, or such person's designee, are authorized to approve payment of invoices exceeding \$500,000.
- For contracts, agreements and MOU's with a maximum contract sum of \$100,000,000 and over, the Executive Director, or such person's designee, is authorized to approve payment of invoices in an individual amount up to \$5,000,000.

- For contracts, agreements and MOU's with a maximum contract sum of \$100,000,000 and over, the Executive Director, or such person's designee, and the Chair of the Board, or such person's designee, is authorized to approve payment of invoices in an individual amount exceeding \$5,000,000.
- For purchases of supplies and equipment, the Executive Director, or their designee, is authorized to approve purchases up to \$50,000.

The Board shall approve all contracts and payments above the Executive Director's levels established by the Board.

Chapter 4 – Grant Management

4.1.0 Grant Management

4.1.1 Introduction

Due to importance of federal and State grants to the development of the Authority, the Board and the Executive Director will adhere to and pay particular attention to the availability, processes, and timelines for grant applications, approvals, and payments.

4.1.2 Policies and Procedures

The Authority shall be guided in the various grant processes by the grantor's and the designated fiscal agent's relevant policies and procedures. The Executive Director shall ensure that grants are aggressively pursued and rigorously managed to ensure that all available grant funds are awarded to the Authority and expended in a timely manner.

Revised on June 27, 2018

4.1.3 Interest Earned on Advanced Grant Funds

The Authority will monitor all grant requirements with respect to the treatment of interest for all interest earned on advanced grant funding. If required by the grant, the Authority will remit interest earned to the grantor on advanced grant funds at least quarterly, or as required by the grant. Authority staff in conjunction with Authority Fiscal Agent will develop and implement procedures to ensure compliance.

4.1.4 Reporting Procedures

The Executive Director shall report to the Board at least monthly on the status of all grant funding.

Chapter 5 – Capital Assets Management

5.1.0 Capital Assets Management

5.1.1 Introduction

The LA-RICS Authority will have the responsibility for numerous capital assets with exceptionally high value. It is imperative that the Board and the Executive Director pay particular attention to the safeguarding, custody, replacement, documentation, and accountability for all capital assets.

5.1.2 Responsibility for Policies and Procedures

The Executive Director shall be responsible for establishing capital asset policies and procedures that are consistent with the County Fiscal Manual and sound management practices. Internal controls will focus on budgetary control, accurate inventory and tagging of all capital assets, assignment of an LA-RICS capital asset custodian, and clear accountability and responsibility for LA-RICS capital assets, including replacement thereof.

Chapter 6 – Travel and Training Policy

6.1.0 Travel and Training Policy

6.1.1 Policy

The Executive Director shall ensure that personnel assigned to LA-RICS follow all County travel and training regulations to ensure the effective control and cost management of these expenditures.

6.1.2 Approval Procedures

All Authority members' LA-RICS related travel and training outside Los Angeles County shall receive prior approval of the Executive Director. The Executive Director, within the guidelines and expenditure limits established by the County, shall approve all claims for reimbursement of travel and training expenditures.