



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, February 1, 2024 • 9:00 a.m.

County of Los Angeles Sheriff's Department (LASD)
Community College Bureau
1055 Corporate Center Drive
Monterey Park, CA 91754

Microsoft Teams Meeting Link for the Public: [Click here to join the meeting](#)

Call-in Number for the Public:

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

Telephone Number: (323) 886-6924

Conference ID: 541 210 417#

AGENDA POSTED: January 25, 2024

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

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO 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 (Vice-Chair) , Fire Chief County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief County of Los Angeles Fire Department
3.	Robert Luna (Chair) , Sheriff County of Los Angeles Sheriff's Department	3.	Brian Yanagi , Chief 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.	Vincent Capelle , Fire Chief Los Angeles Area Fire Chiefs Association	5.	Phil Ambrose , Battalion Chief Los Angeles Area Fire Chiefs Association
6.	Scott Wiese , Police Chief Los Angeles County Police Chief's Association	6.	Vacant Los Angeles County Police Chief's Association
7.	Joshua Nelson , City Manager California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	David Povero , Police Chief At-Large Seat #8 (City of Covina Police Department)	8.	Ric Walczak , Captain At-Large Seat #8 (City of Covina Police Department)
9.	Mark Fronterotta , Police Chief At-Large Seat #9 (City of Inglewood Police Department)	9.	Cardell Hurt , Captain At-Large Seat #9 (City of Inglewood Police Department)
10.	Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department)	10.	Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department)

OFFICERS	
Scott Edson , LA-RICS Executive Director	
Ronald Watson , LA-RICS Deputy Executive Director	
Oscar Valdez , County of Los Angeles, Interim Auditor-Controller	
Keith Knox , County of Los Angeles, Treasurer and Tax Collector	
Beatriz Cojulun , LA-RICS Board Secretary	



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES – (A)

A. January 4, 2024 – Regular Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B – E)

B. Executive Summary – Scott Edson

Agenda Item B

C. Project Manager’s Report – Brian Smyth

Agenda Item C

D. Joint Operations and Technical Committee Chair’s Report – Lt. Robert Weber

E. Finance Committee Chair’s Report – No Report

VII. DISCUSSION ITEMS (F – G)

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

Agenda Item F

G. Outreach Update – Lt. Robert Weber

Agenda Item G

VIII. ADMINISTRATIVE MATTERS (H – K)



H. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A REVISED VERSION OF THE LA-RICS USER AGREEMENTS FOR BOTH SUBSCRIBERS AND AFFILIATES FOR USE OF THE LAND MOBILE RADIO (LMR) SYSTEM

It is recommended that your Board:

1. Delegate authority to the Executive Director to finalize and execute a revised version of the User Agreements with those Users who desire to utilize the LMR System for their primary radio communications as Subscribers for a Monthly Fee of \$20 per device that has access or utilizes the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively "Radios"). Additionally, this includes devices that utilize the LMR System either directly or indirectly, such as smartphones with PTT functionality. Such Users will be deemed Subscribers. For those Users who are Affiliates and desire to utilize the LMR System for mutual or automatic aid only, there will be no cost.
2. Delegate Authority to the Executive Director to continue to finalize, revise, and issue amendment(s) to the User Agreements, as may be needed, provided that any such revisions and/or amendment(s) to the User Agreements are approved as to form by Counsel to the Authority.

Agenda Item H

I. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT WITH MOTOROLA SOLUTIONS, INC. FOR A SYSTEM UPGRADE AGREEMENT FOR THE LAND MOBILE RADIO SYSTEM

It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source amendment with MSI for an SUA, which includes upgrades of certain covered equipment, software updates, installations, and testing, necessary for the LMR System to stay current with manufacturer software releases and hardware support. Upon completion of negotiations, Authority staff will return to your Board with a proposed SUA amendment, corresponding scope, terms and conditions, and costs.

Agenda Item I

J. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH SAN LUIS AVIATION INC., DBA SLA CORP FOR ESCHAT PUSH-TO-TALK FUNCTIONALITY FOR USE OVER THE LAND MOBILE RADIO SYSTEM



It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source agreement with San Luis Aviation, Inc., dba SLA Corp for ESChat PTT functionality for use over the LMR System. Upon completion of negotiations, Authority staff will return to your Board with a proposed agreement, corresponding scope, terms and conditions, and costs for ESChat PTT functionality for use over the LMR System.

Agenda Item J

IX. MISCELLANEOUS

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, March 7, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, 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, January 4, 2024 • 9:00 a.m.

BOARD MEMBERS PRESENT

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

Vincent Capelle, Fire Chief, Los Angeles Area Fire Chiefs Association

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

Joshua Nelson, City Manager, California Contract Cities Association

ALTERNATES FOR BOARD MEMBERS PRESENT

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

Eleni Pappas, Alternate Vice-Chair, Assistant Fire Chief, County of Los Angeles Fire Department

Brian Yanagi, Alternate Chair, Chief, County of Los Angeles Sheriff's Department

Ric Walczak, Captain, Chief of Police, City of Covina Police Department

Cardell Hurt, Captain, City of Inglewood Police Department

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Vacant, At-Large Seat



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

I. CALL TO ORDER

Alternate Board Chair Brian Yanagi wished everyone a Happy New Year and called the January 4, 2024, Regular Board meeting to order at 9:00 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

Board Secretary Beatriz Cojulun took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES – (A – B)

A. November 2, 2023 – Regular Minutes

Agenda Item A

B. December 7, 2023 – Regular Minutes

Agenda Item B

Alternate Board Chair Yanagi asked the Board if there were any comments or corrections to the attached Special Meeting Minutes for November 2, 2023 and December 7, 2023. There were no questions or corrections, therefore, he asked for a motion to approve both sets of minutes.

Board Member Scott Wiese motioned first, seconded by Alternate Board Member Eleni Pappas.

Ayes (7): Pappas, Yanagi, Tadeo, Wiese, Nelson, Walczak, and Hurt.

Board Member Vincent Capelle and Board Member Leslie Luke arrived at 9:02 a.m., after the Minutes had been carried into motion.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular Meeting Agenda.



VI. REPORTS (C – D)

C. Director's Report – Scott Edson

Executive Director Scott Edson greeted Board Members, summarizing that in 2023, LA-RICS experienced a transformative and dynamic year marked by significant milestones. Notably, in November, LA-RICS reached a pivotal moment by approving for Final Acceptance, the Land Mobile Radio (LMR) System, concluding that most of the work in Phases one (1) through four (4) of the LMR project has been completed. Executive Director Edson stated the commencement of the final year of the 12-month base warranty services marked the beginning of a new chapter. Executive Director Edson stated the achievement of the Final LMR System Acceptance required meticulous completion of contractual deliveries by the prime contractor, Motorola Solutions, Incorporated (MSI). Executive Director Edson stated this included provisional subsystem acceptances for Digital Trunked Voice Radio System (DTVRS), Analog Communications Voice Radio System (ACVRS), Los Angeles Regional Tactical Communications System (LARTCS), and Narrowband Mobile Data Network (NMDN) Phase 1 and Phase 2, each necessitating staff approval as a culmination of contractual deliverables.

Executive Director Edson reported following the successful Final LMR System Acceptance, the staff redirected their focus towards optimizing the operation of the LMR System. December saw the continued operational success of the LA-RICS LMR System, providing steadfast support to agencies and end users for their critical public safety communication needs. Executive Director Edson reported the LMR System demonstrated stability, reliability, and operated seamlessly without any major service disruptions throughout the month.

Executive Director Edson shared challenges persisted, primarily concerning site utility power. Executive Director Edson also shared that two (2) LMR sites relying on temporary generators posed ongoing issues due to increased maintenance, refueling demands, and limited visibility for network operation staff. Executive Director Edson reported sites susceptible to high-wind events required vigilance for potential public safety power shutoff events, necessitating constant monitoring of generator run hours to comply with air quality agencies' reporting requirements. Executive Director Edson shared the permanent generators, fortunately, operated without interruptions to the power system. Executive Director Edson stated the Authority is optimistically looking forward to receiving permanent power at both LMR sites with temporary generator power, in 2024.

Executive Director Edson reported in pursuit of the long-term sustainment of the LMR Network, collaborative efforts with service partners were accentuated in recent months. Executive Director Edson reported the goal was to ensure the network's reliability, as mandated by contracts and subscribers' needs, which would involve working on long-term service agreements with existing and potential service



providers. Executive Director Edson reported the Authority staff devoted a large amount of time and effort on the User Agreement, projected costs of operations and maintenance, and the ongoing and future staffing needs for the LA-RICS system. Executive Director Edson summarized these efforts included a services gap assessment, position duty statements, and some interviews. Executive Director Edson stated that MSI has finally provided some estimated costs and we hope to have the Fiscal Year 2024-25 budget recommendation before the Fiscal Committee this quarter.

Executive Director Edson shared a significant development in December was the formation of a Regional Interoperability Communications working group during the Joint Operation and Technical meeting on December 19, 2023. Executive Director Edson stated this initiative aimed to establish interoperability protocols, procedures, and training requirements for the region's first responders, dispatchers, and system operators. Executive Director Edson the goal is to ensure seamless communication during both planned and unplanned critical events, as underscored by the imperative demonstrated during recent mass-shooting events at the University of Nevada, Las Vegas (UNLV). Executive Director Edson shared the aspiration is for the region's diverse communications systems, whether digital trunked or conventional analog, to operate transparently for end-users.

Executive Director Edson reported he also met with some police agencies interested in our system and continued messaging and outreach. Executive Director Edson also reported the system was used at the Rose Parade and Rose Bowl, which the preliminary information seems to indicate there were no significant issues.

Executive Director Edson shared the year concluded, December 2023 marked the end of the first calendar year for the LMR operation with the upcoming board presentation by Technical Lead Ted Pao delving into the operational statistics for 2023 and providing insight into the LMR system's role during the Rose Parade. Operations Lead Lt. Weber will present more details on messaging and outreach.

Executive Director Edson excitedly shared the board agendas inclusion of the new User Agreement for "Subscribers" who will pay a \$20 Monthly Fee to utilize the LMR System for their primary radio communications or "Affiliates" who desire to utilize the LMR System only for mutual aid or roaming, at no cost. Executive Director Edson stated it is expected there will be a need for some tweaks so we are also asking that you delegate that authority to me.

Executive Director Edson closed by stating he would also be presenting two change orders for the board's consideration.

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



D. Project Manager's Report – Brian Smyth

Program Director Brian Smyth greeted the Board and presented Agenda Item C.

Schedule Update

Program Director Smyth reported that due to the Project being in its final year warranty period, the warranty/maintenance schedule is being tracked as a shared calendar format, which records all preventative maintenance activities, software updates, and site updates. Program Director Smyth further reported the shared calendar replaces the Project Integrated Master Schedule (IMS) that was maintained by MSI during construction. Program Director Smyth expressed the shared calendar, Smartsheet, is in a cloud-based software. Program Director Smyth further expressed that only LA-RICS can grant permissions to access Smartsheet via a web link. Program Director Smyth shared that external entities can request events added to the calendar using an online request form.

December Progress

Project Director Smyth stated that since the Project is now in the operations and maintenance portion, the PM Team is proceeding with a two-pronged approach, which includes data analysis and field observation support. Project Director Smyth further stated that if there were problems noted in the data, the PM Team would go onsite to provide observation and feedback. Project Director Smyth expressed that, conversely, if there are issues onsite, then the PM Team will analyze the data to observe any corresponding performance issues that need attention. Project Director Smyth further expressed that some examples of warranty and maintenance activities that require field support are preventative maintenance for generators, HVAC, electrical, fuel polishing, refueling, fire suppression system testing and certification.

Project Director Smyth mentioned system documentation and ladders have been delivered to twenty-four (24) sites.

Project Director Smyth reported that a major December 2023 activity was bringing California State Parks and the City of Los Angeles Department of Water and Power (LADWP) together to resolve their differences that are causing issues at Green Mountain (GRM) in regards to establishing permanent power. Project Director Smyth further reported that at the meeting a path forward was established, in which a follow up meeting would be scheduled in January.

Road Access



Project Director Smyth stated that site access continues to be an issue due to recent weather events. Project Director Smyth further stated that a few sites were severely damaged beyond the ability for LA-RICS to repair. Project Director Smyth shared the United States Forest Services (USFS) has stepped forward and is developing a design and construction documents for the road repair at Magic Mountain Link (MML) and Whitaker Middle Peak (WMP).

South Coast Air Quality Management District (SCAQMD)

Project Director Smyth reported that some site generators continue to have issues with their runtimes as they are approaching the 200-hour mark. Project Director Smyth further reported that there are three (3) active variances for generators that are reaching the 200-hour mark. Project Director Smyth expressed there are conditions outlined in the variances that need to be met for Southern California Air Quality Management District (SCAQMD) to monitor the Authority's activity. Project Director Smyth further expressed the PM Team has been following the process of posting logs and informing SCAQMD of incremental use of the generators. Project Director Smyth stated that several sites would exceed the 200-hour limit, which would result in fees. Project Director Smyth further stated that it is anticipated that LA-RICS would not have as many variances moving forward. Project Director Smyth reported that LA-RICS now has an established relationship with SCAQMD. Project Director Smyth further reported that SCAQMD understands the Authority's operations, and LA-RICS is more aware of their requirements.

Tower Peak (TWR) Migration

Project Director Smyth shared that County Internal Services Department (ISD) completed migration at TWR, and an Invitation for Bid (IFB) has been issued for the demolition of the old tower.

Project Director Smyth presented slides showing the road damage at Magic MML and WMP and highlighting on areas that are impassable and in need of significant repairs. Project Director Smyth shared that USFS has stepped in to repair the damaged roads at both sites.

January Focus

Project Director Smyth reported there would be continued focus on process improvement and tools have been and would continue to be developed to facilitate that effort. Project Director Smyth further reported the shared calendar is a very creative and effective tool. Project Director Smyth expressed that an activity tracker was created and reviewed on a weekly basis. Project Director Smyth expressed the tracker also allows individuals from outside the LA-RICS project management technical team to provide input. Project Director Smyth mentioned that trackers for generator usage are being created, which would enable the PM Team to closely



monitor generator usage and to provide data for forecasting and reporting to SCAQMD on a regular basis. Project Director Smyth further mentioned that since LA-RICS has achieved LMR System Acceptance, door alarm monitoring would now be the responsibility of LA-RICS. Project Director Smyth reported that a plan is being developed that builds on the current Change Request (CRQ) process that MSI has in place. Project Director Smyth further reported this plan involved suppression of alarms when an individual needs to access a site. Project Director Smyth stated that plans for further security improvements would be developed. Project Director Smyth further stated that January would allow LA-RICS to bring California State Parks and LADWP together to resolve their differences, which have caused issues at GRM. Project Director Smyth shared that LA-RICS agreed to allow LADWP to work under LA-RICS' Right of Entry (ROE) agreement with California State Parks to allow LADWP to perform their work without having to file their own ROE permit. Project Director Smyth further shared that LA-RICS Counsel is working on legal issues regarding insurance and indemnities. Project Director Smyth stated that if these issues are resolved in January, LA-RICS look forward to completing the work and getting permanent power to GRM.

Project Director Smyth shared that Southern California Edison (SCE) is installing a solar farm at Burnt Peak (BUR1) to support and provide power.

SCAQMD

Project Director Smyth stated that the PM Team is working on reporting and processes regarding SCAQMD as was reported in the December 2023 Progress portion of the report. Project Director Smyth further stated that the PM Team continues to stay proactive and get ahead of any potential issues.

Project Director Smyth expressed that agreements are being developed in relative to migration work. Project Director Smyth further expressed the Authority anticipates the old tower at Tower Peak (TWR) will be demolished before pupping season which is in March.

Chief Edson asked Project Director Smyth to provide the reason why the old tower at TWR was not completed in November 2023, to which Project Director Smyth responded by saying that there were weather delays.

Project Director Smyth began the PowerPoint slide presentation with a snapshot of the shared calendar, which resides in Smartsheet. Project Director Smyth reported that the shared calendar is useful for several things and goes beyond the capabilities of a regular excel spreadsheet. Project Director Smyth highlighted the data in a Gantt chart format and explained the shared calendar could be formatted for use for each individual. Project Director Smyth further highlighted the shared calendar provides the PM Team with the ability to look for conflicts, as well as to see what activities will occur on a particular day. Project Director Smyth shared an



image of the form that individuals outside of the LA-RICS project management technical team will need to fill out to request permission to add a new calendar event. Project Director Smyth further shared an image of the task tracker in SmartSheet, which enables the PM Team to categorize and prioritize activities. Project Director Smyth reported that with this tracker, the PM Team is able to track task due dates and send reminders of upcoming tasks. Project Director Smyth stated that this is a shared document that reveal levels of data to individuals depending on what the individual is permitted to see. Project Director Smyth shared an image of the tower demolition work at TWR. Project Director Smyth highlighted the steep access road and mentioned the access road is impassable when it rains. Project Director Smyth expressed that the old tower is immediately adjacent to the new tower, thus, making it a difficult but not impossible task to demolish the old tower. Project Director Smyth further expressed that an IFB was sent out to pre-qualified contractors who are either familiar with the site or familiar with the process of tower demolition. Project Director Smyth presented an image of fuel polishing being completed at all sites as part of the preventative maintenance work. Project Director Smyth mentioned that the PM Team has a “trust but verify” approach regarding preventative maintenance work regarding Fire Suppression Systems on sites. Project Director Smyth further mentioned that MSI is responsible for ensuring that certifications are up to date, and the PM Team is confirming this.

This concluded the report on Agenda Item D by Project Director Smyth. There was no further discussion.

E. Joint Operations and Technical Committee Chair’s Report – Operations Lead Lieutenant Robert Weber

Operations Lead Lt. Robert Weber greeted the Board and presented Agenda Item E.

Operations Lead Lt. Weber shared the Joint Operations and Technical Committees meeting was held on December 19, 2023, was chaired by Operations Lead Lt. Weber; having quorum present, the Minutes were approved; the Joint Committee received an update on the Land Mobile Radio (LMR) system by Project Director Smyth, a Regional Interoperability Update and LMR Network Operations Status and Issues Update were both presented by Technical Lead Ted Pao, and a robust Inoperability Coordination discussion lead by both Joint Committee Chairs acknowledging there is still a lot of work to do regarding the Authority’s Interoperability efforts and the Working Group that will be established to gather recommendations. Operations Lead Lt. Weber said that with no further items and no comments, the meeting concluded.

Extensive discussion ensued among the Board members regarding interoperable communications efforts. The discussion included the request for an outreach presentation at a LAAFCA meeting, the usage of regional frequencies and



dedication of channels, and the Rose Parade. There was a consensus that further training is required for both Fire and Law Enforcement to make progress on the path to regional interoperability.

This concluded the presentation and report on Agenda Item E by Operations Lead Lt. Weber.

F. Finance Committee Chair's Report – NONE

VII. DISCUSSION ITEMS (G – H)

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

Technical Lead Ted Pao greeted the Board and presented Agenda Item G.

December Operational Overview

Technical Lead Pao reported the operational status of the LMR System in December remained relatively uneventful. Technical Lead Pao further reported that despite occasional wind events and two (2) LMR sites still relying on generator power, as highlighted in Director Edson's report, there were no major outages or issues adversely affecting services for end users.

Technical Lead Pao expressed that in a planned initiative, MSI service successfully completed a system patch over three (3) days in December 2023, with no reported issues. Technical Lead Pao said this proactive measure contributed to the System's stability and performance.

Technical Lead Pao shared that LA-RICS maintains a proactive stance, collaborating with service providers to ensure vigilant system monitoring and prompt execution of any required service work, underscoring our commitment to uninterrupted and efficient operations.

Year-End Statistics Overview

As the Authority approaches the conclusion of December 2023, Technical Lead Pao provided a presentation summarizing key statistics for the year 2023. Technical Lead Pao stated that while the official migration of users onto the LMR Network took place in May 2023, test users and training for select individuals were conducted before the migration. Technical Lead Pao further mentioned that although these activities did not significantly impact the LMR Network utilization, they played a crucial role in confirming proper network operation and providing end users' exposure to a digital trunked system, marking a transition from the analog network they had relied on for over three (3) decades. Technical Lead Pao added that utilization was also including in this report.



Technical Lead Pao went on to report on the Rose Parade operation supported by LA-RICS on Monday, January 1, 2024. Technical Lead Pao said LASD Deputies played a vital role in providing manpower for this large-scale New Year's Eve and New Year's Day event. Technical Lead Pao expressed that key statistics from this year's Rose Parade would be examined, shedding light on the operational efficiency and impact of our support during this significant public event.

Technical Lead Pao concluded by sharing a slide presentation of the LMR operation status for Rose Parade 2024. Technical Lead Pao shared details regarding the top ranking Talkgroups and their total talk times/minutes for both December 30, 2023 through January 2, 2024, by site and agency.

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

H. Outreach Update – Lieutenant Robert Weber

Operations Lead Lieutenant (Lt.) Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the month of December included in the Agenda Packet for review and information.

Operations Lead Lt. Weber reported that during the month of December 2023, Authority staff devoted a large amount of time and effort to the ongoing and future staffing needs for the LA-RICS System. Operations Lead Lt. Weber further reported that efforts included meetings, duty statement planning, and even some interviews. Operations Lead Lt. Weber expressed that as part of this effort, he was pleased to announce that Sergeant Alvaro Sierra of the County of Los Angeles (County) Sheriff's Department (LASD) would be joining the LA-RICS team this month. Operations Lead Lt. Weber said that Sgt. Sierra would provide additional supervision and support to the Authority's ongoing interoperability and outreach efforts.

Operations Lead Lt. Weber stated the Authority continues to assist with the Regional Interoperability Working Group, however, the Working Group's December meeting was pushed to January due to holiday schedules. Operations Lead Lt. Weber shared the Authority has made good progress regarding interoperability with partners with Interagency Communications Interoperability (ICI). Operations Lead Lt. Weber further shared the Authority's Memorandum of Understanding (MOU) with the ICI system regarding shared or visiting ID's was signed on December 12, 2023. Operations Lead Lt. Weber mentioned the Authority continues to collect interoperability requests via the forms that were sent out last month. Operations Lead Lt. Weber went on to say that at this point the Authority has nine (9) agencies requesting interoperability with LASD. Operations Lead Lt. Weber further said that out of the nine (9) agencies, six (6) have indicated they have programed the



regional interoperability Talkgroups. Operations Lead Lt. Weber expressed the Authority would continue working with its partners to further this effort.

Operations Lead Lt. Weber shared that during the month of December, Authority staff was busy working on several operational efforts including the Los Angeles Regional Tactical Communications System (LARTCS) operations and planning with the LASDs Communications and Fleet Management Bureau. Operations Lead Lt. Weber also shared the Authority also attended the Inland Interoperability Group meeting where the LARTCS system was discussed and how it can be used in the future.

Operations Lead Lt. Weber stated that Authority staff conducted additional outreach to the City of Claremont, to which the Authority is pleased to announce that as of December 12, 2023, they have signed an Early Onboarding agreement with LA-RICS. Operations Lead Lt. Weber further stated the Authority conducted additional planning and outreach to UCLA and the UCLA Police Department as they work toward moving to the Authority's system. Operations Lead Lt. Weber expressed how the Authority would continue working with both agencies as they plan for migration to the Digital Trunked Voice Radio System (DTVRS) subsystem. Operations Lead Lt. Weber went on to share the Authority also conducted outreach to Palos Verdes Estates Police Department. Operations Lead Lt. Weber further added they are evaluating their communications needs and the possibility of using LA-RICS. Operations Lead Lt. Weber said Authority staff would work closely with these agencies to ensure their needs are met.

Operations Lead Lt. Weber mentioned Authority staff members worked closely with the LASDs Communications and Fleet Management Bureau, Emergency Operations Bureau, and the City of Pasadena Police Department regarding Rose Parade and Rose Bowl communications planning.

Operations Lead Lt. Weber concluded by saying that Authority staff members have continued close contact with State and Federal partners to ensure interoperability during major events and to continue collaboration on regional public safety communication.

There was additional discussion relating to interoperable communications in the region as summarized in Agenda Item E.

This concluded the update on Agenda Item H. Operations Lead Lt. Weber asked if there were any questions. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (I – J)



I. APPROVED AMENDMENT NO. 119 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO (LMR) SYSTEM

Executive Director Edson Agenda Item I requested the Board's approval to authorize, the Executive Director, to execute Amendment No. 119 with MSI to incorporate two Change Orders, which if approved by the Board, would result in an increase to the Maximum Contract Sum in the amount of \$30,216.

Executive Director Edson stated the first Change Order is for HVAC restoration work needed at the MMC site, due to incurred damage from inclement weather conditions, in particular heavy snowfall at the site. Executive Director Edson shared the Change Order would allow MSI to perform repair and replacement work to ensure the HVAC infrastructure is restored to meet operational needs. Executive Director Edson mentioned the costs have been submitted to the Authority's insurance, to determine if it can be covered by the policies, and if it is not, then this Change Order via the amendment would be needed.

Executive Director Edson went on say the second Change Order was to compensate MSI in connection with costs incurred by the Contractor for standby time to perform scheduled fire suppression work at the CCB site as the Contractor was not granted access to the site.

Executive Director Edson further said the Authority was requesting the Board make those certain CEQA findings set forth in the Board Letter in connection with this recommended action.

Executive Director Edson in conclusion expressed the Authority was requesting the Board delegate authority to the Executive Director to execute Amendment No. 119, in substantially similar form to the enclosed Amendment and issue one or more Notices to Proceed.

Alternate Board Chair Yanagi stated in the absence of any questions, asked for a motion to approve. Alternate Board Member Pappas motioned first, seconded by Alternate Board Chair Yanagi.

Ayes (9): Luke, Pappas, Yanagi, Tadeo, Capelle, Wiese, Nelson, Walczak, and Hurt.

MOTION APPROVED.

J. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE LA-RICS USER AGREEMENT FOR BOTH SUBSCRIBERS AND AFFILIATES FOR USE OF THE LAND MOBILE RADIO (LMR) SYSTEM



Executive Director Edson stated that Agenda Item J was requesting the Board to authorize the Executive Director to finalize and execute LA-RICS User Agreements with Users who desire to utilize the LMR System.

Executive Director Edson shared that Users can be either "Subscribers" who would pay a monthly fee to utilize the LMR System for their primary radio communications or "Affiliates" who desire to utilize the LMR System only for mutual or automatic aid.

Executive Director Edson further shared that Subscribers would pay a monthly fee of \$20 per piece of equipment that has transmitting capability with the LMR System, which can include radios, consoles, consolettes, modems, and other equipment. However, Executive Director Edson, went on to say the Authority would begin collecting the monthly fee until July 1, 2024, to allow agencies to obtain proper approvals of the User Agreement and align this new service charge with their upcoming budgets. Executive Director Edson mentioned that Subscribers would also be required, as a condition of the User Agreement, to join the Authority's Joint Powers Authority. Executive Director Edson further mentioned the effective date of collection of the monthly fee would also allow time for agencies to become members of the JPA as may be needed.

Executive Director Edson stated that for Affiliates who use the LMR System for mutual or automatic aid only, such use would be at no cost.

Executive Director Edson said that in light of the LMR System achieving Final LMR System Acceptance and entering into the final yearlong no-cost Warranty Period, it was necessary for the Authority to begin entering into User Agreements with Subscribers and Affiliates alike.

Executive Director Edson further stated the User Agreement, which is substantially similar in form to the enclosed, sets forth the terms and conditions for use of the LMR System from both a Subscriber and Affiliate perspective. Executive Director Edson shared a few key terms and conditions include, but are not limited to, the following:

- Authority Responsibilities as it pertains to both Subscriber and Affiliates.
- User Responsibilities for use of the LMR System from both a Subscriber and Affiliate perspective.
- The right of the Authority to suspend or revoke service to Subscribers and Affiliates if they fail to meet the terms and conditions of the User Agreements and/or the rules for using the LMR System appropriately.
- Appropriate waivers and disclaimers to protect the Authority when providing use of the LMR System to other agencies.
- Billing and payment requirements of Monthly Fees as it relates to Subscribers.



- Priority and Talkgroup provisions as it relates to Subscribers.
- User Agreement Term as it pertains to both Subscribers and Affiliates, which will be for one year term periods that will commence on the Effective Date of the User Agreement and will automatically renew on July 1 of each year thereafter the first year. This acknowledges that the initial User Agreement terms will likely be less than a one year period, depending on when such User Agreements are executed.
- Radio Use Protocols required by both Subscribers and Affiliates to adhere to when using the LMR System.

Alternate Board Chair Yanagi said asked if there were no questions, stated in the absence of any questions would ask for a motion to approve. Board Member Scott Wiese motioned first, seconded by Alternate Board Member Eleni Pappas.

Ayes (9): Luke, Pappas, Yanagi, Tadeo, Capelle, Wiese, Nelson, Walczak, and Hurt.

MOTION APPROVED.

IX. ADMINISTRATIVE MATTERS – NONE

X. MISCELLANEOUS – NONE

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

XII. CLOSED SESSION REPORT – NONE

XIII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Yanagi stated the next Regular Board Meeting would be held on Thursday, February 1, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting at 10:12 a.m. Board Member Wiese motioned.

EXECUTIVE SUMMARY

FEBRUARY 1, 2024

Executive Director Report

A verbal update on Land Mobile Radio (LMR) System will be provided by the Executive Director.

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced/ Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$35,000,000	\$35,000,000	\$-	12/31/22
UASI 21	\$2,000,000	\$2,000,000	\$2,000,000	\$-	5/31/24
UASI 22	*\$11,688,338	\$8,993,562	\$8,292,832	\$2,694,776	5/31/25
UASI 23	*\$3,311,662	\$-	\$-	\$3,311,662	5/31/26
UASI 24	*\$3,400,000	\$-	\$-	\$3,400,000	5/31/27
SHSP 22	\$3,520,000	\$3,520,000	\$3,520,000	\$-	5/31/25
SHSP 23	\$1,760,000	\$1,027,878	\$838,045	\$732,122	5/31/26
SHSP 24	\$1,120,000	\$-	\$-	\$1,120,000	5/31/27
State Budget Act of 2022 Funds	\$18,600,000	\$-	\$2,029,963	*\$17,230,764	6/30/25
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

* Moved \$6,688,338 to UASI 22 from UASI 23 (\$1,168,338) and 24 (\$5,000,000) based on approved project swaps with County Fire and Sheriff. A new separate allocation cost of \$3.4M for O&M and System Connection.

* Remaining balance includes Interest Earned accrued to the State Budget Fund

Los Angeles Regional Interoperable Communications System



Location:

**2525 Corporate Place, Suite 100
Monterey Park, CA 91754**

Authority:

**Los Angeles Regional Interoperable
Communications System**

Management:

LA-RICS Project Team

Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc., Brandow & Johnston

Monthly Report No. 141

February 1, 2024

Submitted January 25, 2024

Reporting Period: 12/20/23 – 01/17/24

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AGENDA ITEM C

GENERAL UPDATES

Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
 1. Manage network migration for onboarding new entities as well as third party colocation requests
 2. Develop and Implement Policies as determined by the operations contributors.
 3. Discuss network Incident trends and maintenance needs
 4. Permit Compliance
 5. Asset Management
 6. Site access road maintenance and repairs
 7. Procurement of services for maintenance and construction

LMR UPDATES

Site/Civil

- BUR1 and GRM are still running on diesel generators.
 - GRM – LA-RICS met with LADWP in December regarding the existing easement and development of an ROE to complete the installation of utility power service. A follow up meeting is being scheduled for the end of January to finalize discussions between LA-RICS, LADWP, and California State Parks.
 - BUR1 - SCE report dated October 31, 2023, stated that their proposed solar power plant is planned to be operational by mid-2024. The monthly update from SCE for this past month was cancelled and the next update is set to be provided in January 2024.
- LA-RICS is coordinating work with B&J to develop a set of specifications for the replacement generator (and mobile generator) at MCI. Once these specifications are completed LA-RICS will begin procurement of the long lead time equipment while development of the engineering drawings is created in parallel.
- LA-RICS conducted a bid walk with multiple contractors for the demolition of the existing LA County Tower at the LA-RICS site Tower Peak on Catalina Island. This demolition is a requirement of the Coastal Development Permit that allowed LA-RICS to build its facilities at the location.

Warranty Services / Oversight

- The LA-RICS Full System Availability was 99.99619% for the month of December 2023.
- Focus of the technical effort is now on monitoring the performance of all active subsystems including Narrowband Mobile Data (NMDN1), Digital Trunked Voice Radio Subsystem (DTVRS), Analog Conventional Voice Radio System (ACVRS), and Los Angeles Regional Tactical Communications System (LARTCS).
- LACoFD has tested "cutover" to the ACVRS and NMDN Phase 2 subsystems, however the plan is to move active users to these subsystems Q1 2024. The process for transitioning over users is being managed by the Program Management (PM) Team with regular meetings consisting of County of Los Angeles Fire Department (LACoFD) and Authority staff.
- The Team completed reviewing the System training data and videos this month, only the "train the trainer" series remains.
- System interference on Channel 16 is still being investigated by the Sheriff's Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.
- LA-RICS is meeting with the MSI Warranty Services Team on a weekly basis to review and coordinate current and future warranty/service activities. A comprehensive Warranty Services Tracker has been developed to monitor warranty service issues/activities. In addition, a calendar of activities is in development to record activities and site visits for tracking and forecasting.
- LA-RICS had (3) AQMD variances for 2023 in MML, CCT & MDI. With the close of the year the PM team has calculated the excess emissions fees for 2 of the 3 sites and subsequently processed payment to the AQMD board. For site CCT the generator usage never reached the threshold of the variance and as such no payment for excess emissions was required.
- Consideration of third party migration requests have previously been postponed until January 2024 to follow the completion of Final System Acceptance. With the passing of this milestone third party requests will be reviewed now.
 - LA-RICS has brought on board additional team members to help with the review of colocation requests, determination of cost recovery, and development of leasing documents, for the Board's consideration should these requests be recommended to the Board for approval.



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

January 4, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

LMR NETWORK OPERATION STATUS AND ISSUES

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

TP:mbc

AGENDA ITEM F



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

February 1, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
Palos Verdes Estates Police Department Outreach	01/16/24
Regional Interoperability Working Group	01/18/24
UCLA Outreach	01/25/24

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

During the month of January 2024, the Authority staff continued with our efforts regarding future staffing and budget needs for the LA-RICS system. These efforts included meetings, planning and some additional interviews. Sergeant Alvaro Sierra of the County of Los Angeles (County) Sheriff's Department (LASD) joined the LA-RICS team in January and is progressing well. He has been attending meetings and training sessions to get up to speed.

On January 18, 2024, we met with the regional interoperability working group. We discussed the AD-Hoc Committee that LA-RICS is working to set up to assist with interoperability between Law Enforcement and Fire agencies. We then discussed the Los Angeles Regional Tactical Communications System (LARTCS) and Analog Conventional Radio System (ACVRS) systems and how they can be used in the region. The topic of shared or visiting radio Identifications was discussed. The meeting then turned to the current progress

AGENDA ITEM G

regarding affiliate MOU agreements for ID sharing. There was a detailed conversation regarding the need to have interoperability between LASD and the City of Los Angeles Police Department (LAPD). We are currently working on planning meetings regarding this effort with the LAPD. We are continuing to collect interoperability requests via the forms that were sent out last year. At this point we have thirty-five agencies requesting interoperability with LASD.

During the month of January, the Authority staff was busy working on several operational and planning efforts with the Sheriff's Department and the County Fire Department (LACoFD). We are happy to report that as of January 22, 2024, our partners at the Los Angeles County Fire Department have successfully migrated over to the new LA-RICS ACVRS. In January we attended the Inland Interoperability group meeting where we discussed the new LA-RICS systems and how we plan to work with the region in the coming months and years.

Authority staff conducted additional outreach and coordination with the Palos Verdes Estates Police Department as they evaluate their needs and possibility of moving to our system. We also conducted further coordination with UCLA as they work toward moving to our system. Authority staff will work closely with these agencies to ensure their needs are met.

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

RJW:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

February 1, 2024

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

Dear Directors:

DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A REVISED VERSION OF THE LA-RICS USER AGREEMENTS FOR BOTH SUBSCRIBERS AND AFFILIATES FOR USE OF THE LAND MOBILE RADIO (LMR) SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to finalize and execute a revised version of the LA-RICS User Agreements (User Agreements). The revised User Agreement attached hereto no longer requires Subscribers to join the Authority's Joint Powers Authority (JPA) as a member to be able to use the LMR System. For Affiliates who use the LMR System for mutual or automatic aid only, there has been no changes to their agreement and such use will continue to be at no cost. The revised User Agreement, which is substantially similar in form to the enclosed, sets forth the terms and conditions for use of the LMR System from both a Subscriber and Affiliate perspective.

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate authority to the Executive Director to finalize and execute a revised version of the User Agreements with those Users who desire to utilize the LMR System for their primary radio communications as Subscribers for a Monthly Fee of \$20 per device that has access or utilizes the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively "Radios"). Additionally, this includes devices that utilize the LMR System either directly or indirectly, such as smartphones with PTT functionality. Such Users will be deemed Subscribers. For those Users who are Affiliates and desire to utilize the LMR System for mutual or automatic aid only, there will be no cost.

2. Delegate Authority to the Executive Director to continue to finalize, revise, and issue amendment(s) to the User Agreements, as may be needed, provided that any such revisions and/or amendment(s) to the User Agreements are approved as to form by Counsel to the Authority.

BACKGROUND

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

Before your Board for consideration is a revised version of the User Agreement which sets forth the terms and conditions for use of the LMR System from both a Subscriber and Affiliate perspective. The primary change reflected in the revised User Agreement is removal of the requirement for Subscribers to join the LA-RICS JPA as a member, as a requirement to use the LMR System. Removing this requirement allows for an expedited process to onboard Subscribers and achieves the goal of enhanced interoperable communications. There were no substantive changes to the Affiliate portions of the User Agreement.

The key terms and conditions in the revised User Agreement remain to include the following provisions, among others:

- Authority Responsibilities as it pertains to both Subscriber and Affiliates.
- User Responsibilities for use of the LMR System from both a Subscriber and Affiliate perspective.
- The right of the Authority to suspend or revoke service to Subscribers and Affiliates if they fail to meet the terms and conditions of the User Agreements and/or the rules for using the LMR System appropriately.
- Appropriate waivers and disclaimers to protect the Authority when providing use of the LMR System to other agencies.
- Billing and payment requirements of Monthly Fees as it relates to Subscribers.
- Priority and Talkgroup provisions as it relates to Subscribers.
- User Agreement Term as it pertains to both Subscribers and Affiliates, which will be for one year term periods that will commence on the Effective Date of the User Agreement and will automatically renew on July 1st of each year thereafter the first year. This acknowledges that the initial User Agreement terms will likely be less than a one year period, depending on when such User Agreements are executed.
- Radio Use Protocols required by both Subscribers and Affiliates to adhere to when using the LMR System.

Should your Board delegate authority to the Executive Director to finalize and execute the revised User Agreements, similar in form to the enclosed, the Authority will continue to

move forward with agencies interested in using the LMR System as either a Subscriber or Affiliate and execute User Agreements accordingly.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to delegate authority to the Executive Director to finalize and execute revised User Agreements with Subscribers who desire to utilize the LMR System for their primary radio communications for a Monthly Fee of \$20 per device that has access or utilizes the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively "Radios"). Additionally, this includes devices that utilize the LMR System either directly or indirectly, such as smartphones with PTT functionality. Additionally, Affiliates who desire to utilize the LMR System for mutual or automatic aid only will be allowed to use the LMR System at no cost.

FISCAL IMPACT/FINANCING

The recommended action, at present, has no fiscal impact and will continue to have no fiscal impact through June 30, 2024, as the Authority will not commence billing Subscribers the \$20 Monthly Fee until July 1, 2024, whereby Subscribers will be billed monthly in arrears.

The Authority intends to return to your Board for approval of an Operating Budget that takes such Subscriber Monthly Fees into consideration ahead of July 1, 2024.

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 action, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority



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

**USER AGREEMENT
FOR
SUBSCRIBERS AND AFFILIATES**

USER NAME

AGREEMENT NO.: LA-RICS-SUB/AFF-XX

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EXHIBITS

EXHIBIT A:	LA-RICS RADIO USE PROTOCOLS (APPLICABLE TO BOTH SUBSCRIBER AND AFFILIATE USERS)
EXHIBIT B:	TALKGROUP DETAILS (APPLICABLE TO SUBSCRIBER USERS ONLY)
EXHIBIT C:	LMR SYSTEM RATE SCHEDULE (APPLICABLE TO SUBSCRIBER USERS ONLY)
EXHIBIT C:	AFFILIATE RADIOS EQUIPMENT (APPLICABLE TO AFFILIATE USERS ONLY)
EXHIBIT D:	LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR AUTHORIZATION FOR AUTOMATED CLEARING HOUSE (ACH) CREDITS FORM (APPLICABLE TO SUBSCRIBER USERS ONLY)
EXHIBIT E:	NOTIFICATION CONTACT LIST (APPLICABLE TO BOTH SUBSCRIBER AND AFFILIATE USERS)

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

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

RECITALS

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

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

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

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

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

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

WHEREAS, User desires to enter into this Agreement to use the LMR System, as a
_____ [**CHOOSE ONE: Subscriber or Affiliate**], to support its mission
and operations.

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

AGREEMENT

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

1. AUTHORITY RESPONSIBILITIES

[CHOOSE ONE BASED ON SUBSCRIBER OR AFFILIATE STATUS OF USER – APPLICABLE TO SUBSCRIBER USERS ONLY]

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

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

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

**[CHOOSE ONE BASED ON SUBSCRIBER OR AFFILIATE STATUS OF USER
– APPLICABLE TO AFFILIATE USERS ONLY]**

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

- 1.1. To provide public safety LMR System radio communications service 24 hours a day, 7 days a week, 365/366 days a year to Affiliate for emergency and mutual aid purposes only, and roaming when permitted by the Authority.

2. USER RESPONSIBILITIES

**[CHOOSE ONE BASED ON SUBSCRIBER OR AFFILIATE STATUS OF USER
– APPLICABLE TO SUBSCRIBER USERS ONLY]**

User is a Subscriber and hereby agrees:

~~2.1. That it has or will join the Authority's joint powers authority (JPA) as a member, in order to be able to be a Subscriber to the LMR System. User acknowledges that no access to the LMR System will be provided until it has joined the Authority's JPA.~~

- 2.1. To pay Authority all fees for the LMR System services in the agreed upon timeframe defined in Section 3 (Billing) of this Agreement.

- 2.2. To keep Authority apprised as to the number of Subscriber Radios utilizing the LMR System. Activated Radios not removed from the LMR System by Subscriber shall continue to be charged to Subscriber at the agreed upon service rate.

- 2.2.1. Subscriber shall notify Authority within fifteen (15) days if there is a change to the number of Subscriber radios set forth in Exhibit C (LMR System Rate Schedule) as referenced in Section 1.4 of this Agreement.

- 2.3. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:

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

- 2.3.1. Subscriber shall be responsible for the installation, maintenance, repairs, and software upgrades required of Subscriber-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios. If a Subscriber does not have the

resources for installing, maintaining, or repairing the Subscriber-owned equipment, then Subscriber may enter into a separate agreement for required services with Authority.

- 2.3.2. Subscriber is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Subscriber's fixed equipment operating on the LMR System frequencies.
- 2.4. Subscriber enters into this Agreement with the understanding and acknowledgement that Subscriber is responsible for training and educating its users regarding the proper use of **R**adios on the LMR System.
 - 2.4.1. Subscriber enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Subscriber understands and acknowledges that recording of the Subscriber's **R**adio audio for Subscriber's use is the responsibility of the Subscriber. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.
 - 2.4.2. Subscriber must provide copies of Subscriber's **R**adio codeplugs for Authority to reference for troubleshooting purposes. Updated codeplugs shall be submitted to Authority prior to distribution of Subscriber's **R**adios.
 - 2.4.3. It is Subscriber's responsibility to provide written notice to Authority Designated Administrator and/or its Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen **R**adios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.
 - 2.4.4. It is the responsibility of Subscriber to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Subscriber's operations.
- 2.5. Subscriber enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Subscriber will need and use Authority approved and compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz trunked operation, Subscriber's subscriber equipment must operate in P25 Phase 2 (TDMA) mode.

- 2.6. Not to lease, loan, give or provide in any form Subscriber-owned equipment (i.e. **R**adios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party for their use on the LMR System without prior approval from Authority.
- 2.7. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.
- 2.8. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. Subscriber is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.9. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.10. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Subscriber of all such policies.

**[CHOOSE ONE BASED ON SUBSCRIBER OR AFFILIATE STATUS OF USER
– APPLICABLE TO AFFILIATE USERS ONLY]**

User is an Affiliate and hereby agrees:

- 2.1. To register all of Affiliates radios, **consoles, and consolettes (collectively hereinafter "Radio(s))**, that may be used on the LMR System for emergency and mutual aid purposes on Exhibit C (Affiliate Radios **Equipment**). Affiliate shall keep Authority apprised as to the number of Affiliate **R**adios utilizing the LMR System.
 - 2.1.1. Affiliate shall notify Authority within fifteen (15) days if there is a change to the Affiliate **R**adios set forth in Exhibit C (Affiliate Radios **Equipment**).
- 2.2. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:

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

- 2.2.1. Affiliate shall be responsible for the installation, maintenance, repairs, and software upgrades required of Affiliate-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios.
- 2.2.2. Affiliate is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Affiliate's fixed equipment operating on the LMR System frequencies.
- 2.3. Affiliate enters into this Agreement with the understanding and acknowledgement that Affiliate is responsible for training and educating its users regarding the proper use of **R**adios on the LMR System.
 - 2.3.1. Affiliate enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Affiliate understands and acknowledges that recording of the Affiliate's radio audio for Affiliate's use is the responsibility of the Affiliate. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.
 - 2.3.2. Affiliate must provide copies of Affiliate's **R**adio codeplugs for Authority to reference for troubleshooting purposes, as needed.
 - 2.3.3. It is Affiliate's responsibility to provide written notice to Authority Designated Administrator and/or its Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen **R**adios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.
 - 2.3.4. It is the responsibility of Affiliate to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Affiliate's operations.
- 2.4. Affiliate enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Affiliate will need and use Authority approved and compatible Project 25 (P25) Affiliate equipment. In addition, for 700 MHz trunked operation, Affiliate's Affiliate equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.5. Not to lease, loan, give or provide in any form Affiliate-owned equipment (i.e. **R**adios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party for their use on the LMR System without prior approval from Authority.

- 2.6. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.
- 2.7. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. Affiliate is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.8. Affiliate enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.9. Affiliate enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Affiliate of all such policies.

3. BILLING [APPLICABLE TO SUBSCRIBER USERS ONLY]

- 3.1. If User is a Subscriber, Subscriber agrees to pay Authority monthly on the Commencement Date of this Agreement for the use of the LMR System ("**Monthly Fee(s)**"). The actual amount of Monthly Fees will be determined by the number of active Radios and/or radio equipment registered on the LMR System in accordance with Section 1.4 and Exhibit C (LMR System Rate Schedule) of this Agreement.
- 3.2. Payment of Monthly Fees for Subscribers using the LMR System will be electronically transferred from Subscriber to Authority. The Subscriber is required to complete Section 2 of Exhibit D (County of Los Angeles Treasurer and Tax Collector Authorization for Automated Clearing House (ACH) Credits Form) and share a copy of the confirmation letter from Treasurer and Tax Collector (TTC) for account establishment prior to Commencement Date of this Agreement.
- 3.3. Subscriber will be billed monthly in arrears. Subscriber shall schedule the payment of invoices to Authority no later than thirty (30) days after receipt of said invoice. If errors are found in the invoice or Subscriber disputes the invoice charges or services rendered, Subscriber shall immediately notify Authority in writing. Partial payment of an invoice without Authority's approval is prohibited. Subscriber's failure to make timely payments in compliance with this section may result in action as defined in Section 4 (Right to Suspend and/or Revoke Use of LMR System).

- 3.4. It is Subscriber's responsibility to inform Authority of any changes in service, **R**adio counts, etc. in accordance with Section 2.2 of this Agreement.

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

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

5. RADIO PROGRAMMING

- 5.1. All User's **R**adios shall be programmed for use on the LMR System in accordance with **Section 2.3 (For Subscriber Users)/Section 2.2 (For Affiliate Users)** of this Agreement.

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

6. COVERAGE

- 6.1. The LMR System operates in multiple frequency spectrum utilizing Project 25 Phase I and II, and conventional analog technology to provide portable-on-the-hip outdoor radio coverage throughout the County of Los Angeles as depicted in coverage maps. User understands and agrees that 100 percent coverage of any area at all times is unrealistic and improbable. Testing and experience with actual field conditions indicate adverse propagation conditions can occur from both natural and man-made conditions. User understands and agrees that such events are beyond the reasonable control of Authority.

- 6.2 User further understands and agrees that Authority is not providing a warranty of coverage for the LMR System.

7. TALKGROUP PRIORITY [APPLICABLE TO SUBSCRIBER USERS ONLY]

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

7.1. Priority One – Emergency

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

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

Used for Talkgroups that have an impact on the delivery of services that involve the safety and the protection of life and property, including those Talkgroups used by personnel involved in high risk and mission critical field operations, inclusive of mutual aid Talkgroups.

7.3. Priority Three – Extraordinary/Temporary

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

7.4. Priority Four – Medical Priority

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

7.5. Priority Five – Non-Mission Critical

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

7.6. Additional Priority Levels As Needed – Unassigned

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

8. WARRANTIES

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

9. AGREEMENT TERM – AUTOMATIC RENEWAL

- 9.1. The term of this Agreement shall be for one year or for the portion of the year commencing on the Effective Date of this Agreement and shall automatically renew on July 1st each year thereafter. This Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods.
- 9.2. Either party may terminate this Agreement at any time by giving to the other party written notice at least ninety (90) days prior to the desired termination date.
- 9.3. If User is a Subscriber, the rates, charges, and fees due and payable by Subscriber for any annual extension shall be the same as those during the preceding term unless Authority notifies Subscriber of any changes in the rates, charges, or fees. If, after such notification, Subscriber does not terminate this Agreement and allows it to automatically renew, charges for the next term shall be at the new rates, charges, and fees set out by Authority in its notification prior to the automatic renewal date.

10. INTERRUPTION OF SERVICE

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

11. DESIGNATED ADMINISTRATORS

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

- User Designated Administrator:

Agency Name
Administrator Name
Address

Email
Phone number

- User Designated Administrator Designee:

Agency Name
Administrator Designee Name
Address
Email
Phone number

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

- Authority Designated Administrator:

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

- Authority Designated Administrator Designee:

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

- LMR System Manager

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

- 11.3. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such deployment, the User shall be consulted and a mutual determination thereof shall be made by both the User and Authority.

- 11.4. Authority, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

12. NOTICES

- 12.1. Notices desired or required to be given pursuant to this Agreement or by any law shall be provided in the manner pursuant to this Section 12 (Notices), which may be updated from time to time.
- 12.2. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this Agreement shall be in writing, unless otherwise specified in Exhibit E (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
 - f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 12.3. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 12.4. Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

13. DISCLAIMERS

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

14. INDEPENDENT STATUS

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER

- 17.1. Any waiver by either Party of the breach of any one or more of the covenants, conditions, terms and Agreement's herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or Agreement herein contained, nor shall failure on the part of either Party to require exact, full, and complete compliance

with any of the covenants, conditions, terms, or Agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions thereof.

- 17.2. No option, right, power, remedy, or privilege of either Party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either Party by this Agreement shall be cumulative.

18. INTERPRETATION

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

19. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

20. SEVERABILITY

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

21. FACSIMILE REPRESENTATIONS

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

22. AMENDMENTS

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

23. ENTIRE AGREEMENT

This Agreement, Exhibit A (LA-RICS Radio Use Protocols), **Exhibit B (Talkgroup Details) – Applicable to Subscriber Users only**, **Exhibit C (LMR System Rate Schedule) – Applicable to Subscriber Users only**, **Exhibit C (Affiliate Radios Equipment) – Applicable to Affiliate Users only**, **Exhibit D (Los Angeles County Treasurer and Tax Collector Authorization for Automated Clearing House (ACH) Credits Form) – Applicable to Subscriber Users Only**, Exhibit E (Notification Contact List), 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 User and Authority.

(Signature Page – following page)

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

**LOS ANGELES
REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY**

USER

Name and Title

Name and Title

Signature

Date

Signature

Date

LA-RICS RADIO USE PROTOCOLS

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

1. GENERAL USE PROTOCOLS

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

2. SERVICE IMPACT OUTAGE NOTIFICATIONS

2.1 Purpose or Objective

Establishes the notification procedure prior to system upgrades.

2.2 Protocol/Standard

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

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

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

All Users using the System must have governance agreements in place to address the timing of system upgrades.

2.3 Recommended Procedure

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

3. AUDIO LOGGING RECORDERS

3.1 Purpose or Objective

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

3.2 Technical Background

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

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

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

3.3 Protocol/Standard

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

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

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

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

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

3.4 Procedure

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

3.5 Management

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

TALKGROUP DETAILS

APPLICABLE TO SUBSCRIBER USERS ONLY

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

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

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

LMR SYSTEM RATE SCHEDULE
APPLICABLE TO SUBSCRIBER USERS ONLY

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

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

AFFILIATE RADIOS ~~EQUIPMENT~~
APPLICABLE TO AFFILIATE USERS ONLY

ITEM NO.	TYPE OF RADIOS	RADIO ID	APPROVED BY THE AUTHORITY
XX	TOTAL NUMBER OF AFFILIATE RADIOS EQUIPMENT		

Note: This information is being collected for informational purposes regarding the number of Radios for use on the LMR System. Additional information regarding Affiliate Radios will be required at the time of provisioning.

APPLICABLE TO SUBSCRIBER USERS ONLY

**LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR
AUTHORIZATION FOR AUTOMATED CLEARING HOUSE (ACH) CREDITS**

SECTION 1 (TO BE COMPLETED BY DEPARTMENT/COURT/AGENCY/DISTRICT)

DEPARTMENT/COURT/AGENCY/DISTRICT INFORMATION			
NAME:		TAX ID NUMBER:	
ADDRESS:			
CONTACT NAME:	TELEPHONE NUMBER:	EMAIL ADDRESS:	
DESCRIBE THE SERVICE, PRODUCT OR OBLIGATION THAT IS BEING COLLECTED OR RECEIVED:			
e-CAPS INFORMATION TO RECORD PAYMENTS			
DEPARTMENT CODE:		UNIT CODE:	
Is this a payment for an accounts receivable in eCAPS? <input type="radio"/> Yes <input checked="" type="radio"/> No			
If you answered "Yes," you must provide the information in Option 2 below. If you answered "No," complete Option 1 or 2 to record this payment.			
Option 1 – Revenue Source:			
<input type="radio"/> Countywide Revenue Code: _____ or <input checked="" type="radio"/> Department Revenue Code: _____			
Option 2 – Trust Fund:			
Fund: _____ Balance Sheet Account: _____			
AUTHORIZED SIGNATURE & ACKNOWLEDGMENT			
NAME OF DEPARTMENT HEAD/COURT OR AGENCY ADMINISTRATOR/DISTRICT HEAD (PLEASE PRINT):			
SIGNATURE:		DATE:	

SECTION 2 (TO BE COMPLETED BY VENDOR/COMPANY)

VENDOR/COMPANY INFORMATION			
Your signature below acknowledges that you are a duly authorized representative of your Company and further acknowledges on behalf of your Company that this form is an Authorization for ACH Credits (Authorization). You must furnish all information requested in this Section to ensure that our Bank can identify your Company's ACH Credit Entry (or applicable ACH Credit Reversal).			
PLEASE CHECK THE APPROPRIATE BOX:			
<input checked="" type="radio"/> NEW ENROLLMENT <input type="radio"/> CHANGE BANKING INFORMATION <input type="radio"/> CHANGE IN OTHER INFORMATION			
VENDOR/COMPANY NAME:			
VENDOR/COMPANY ADDRESS:			
NAME OF ORIGINATING DEPOSITORY FINANCIAL INSTITUTION:		ROUTING TRANSIT/ABA NUMBER:	COMPANY IDENTIFICATION:
VENDOR/COMPANY REPRESENTATIVE NAME:	SIGNATURE OF REPRESENTATIVE:	TELEPHONE NUMBER:	DATE:

SECTION 3 (TO BE COMPLETED BY LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR)

FINANCIAL INSTITUTION INFORMATION	
NAME OF RECEIVING DEPOSITORY FINANCIAL INSTITUTION:	TELEPHONE NUMBER:
ADDRESS:	
ROUTING TRANSIT/ABA NUMBER:	TYPE OF DEPOSITOR ACCOUNT: <input type="radio"/> CHECKING <input type="radio"/> SAVINGS
DEPOSITOR ACCOUNT TITLE:	DEPOSITOR ACCOUNT NUMBER:
<p>The Los Angeles County Treasurer and Tax Collector (TTC) hereby authorizes your Company to initiate ACH Credit Entries, as defined by the National Automated Clearing House Association Rules and Guidelines (Rules and Guidelines) to the designated bank account. The TTC may revoke this Authorization at any time by notifying your Company in writing. As defined by the Rules and Guidelines, your Company is the Originator and the TTC is the Receiver. Both your Company and the TTC agree to be bound by the Rules and Guidelines in effect at any given time for purposes of your Company's Origination of ACH Credit Entries for the Department/Court/Agency/District shown in Section 1.</p>	
<p style="text-align: right;">Office of the Treasurer and Tax Collector</p>	

NOTIFICATION CONTACT LIST

1. LMR SYSTEM HELP DESK

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

Phone No.: (323) 881-8260

Email: larics.incidents@la-rics.org

2. SERVICE AND EMERGENCY NOTIFICATIONS

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

User	User Designee
Individual Name/Title	Individual Name/Title
Agency Address	Agency Address
City, State, Zip Code	City, State, Zip Code
Telephone Number	Telephone Number
Email Address	Email Address



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

February 1, 2024

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

Dear Directors:

**DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO
NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT WITH MOTOROLA
SOLUTIONS, INC. FOR A SYSTEM UPGRADE AGREEMENT
FOR THE LAND MOBILE RADIO SYSTEM**

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into negotiations for a sole source amendment with Motorola Solutions, Inc. (MSI) in connection with a System Upgrade Agreement (SUA), which includes certain equipment upgrades, software updates, installations, and testing, necessary for the Land Mobile Radio (LMR) System. Upon completion of negotiations, Authority staff will return to your Board with a proposed SUA amendment, corresponding scope, terms and conditions, and costs, for the Board's consideration.

RECOMMENDED ACTION

It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source amendment with MSI for an SUA, which includes upgrades of certain covered equipment, software updates, installations, and testing, necessary for the LMR System to stay current with manufacturer software releases and hardware support. Upon completion of negotiations, Authority staff will return to your Board with a proposed SUA amendment, corresponding scope, terms and conditions, and costs.

BACKGROUND

As your Board is aware, on November 17, 2023, Final LMR System Acceptance was achieved and the Authority entered into the final yearlong no-cost Warranty Period with MSI, which concludes on November 16, 2024. During this final year of the Warranty

AGENDA ITEM I

Period, the Authority must, among other things, finalize any needed work for the long-term maintenance and system upgrade solution for the LMR System.

The LMR Agreement allows the Initial Term of the Agreement to be extended for up to fifteen (15) additional one-year consecutive terms (each an "Option Term"), which would allow MSI to perform Maintenance Work based on the scope of work and predefined annual costs set forth in the Agreement. While the Agreement does include scope and corresponding costs for this Maintenance Work to include Software Maintenance, the Authority would instead like to pursue scope and costs for certain system upgrades via the SUA model (i.e., certain equipment upgrades, certain software updates, installation, and testing) that are necessary to, among various other things, ensure new functionality and security features are deployed to the LMR System in a timely manner, while in parallel extending the operational life of the LMR System.

While certain system upgrades and certain software updates were included in the LMR Agreement as a Software Maintenance line item, additional upgrades and updates are needed and must be procured via MSI's new offering under its SUA model. The intent, provided your Board approves the Authority commencing negotiations, is to obtain a comprehensive agreement to include required component updates and upgrades via the SUA model. The Authority intends to not exercise the Software Maintenance option line item in the existing Maintenance offering and instead have software updates bundled into the SUA. The system upgrades and software updates, proprietary to MSI, are required to maintain both the operational integrity and operational life of the LMR System thus requiring a sole source amendment.

Should your Board approve, the Authority will commence negotiations with MSI and return to your Board for consideration of a proposed SUA amendment, corresponding scope, terms and conditions, and cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Executive Director to commence negotiations with MSI for a sole source amendment for an SUA, which is necessary to maintain both operational integrity and operational life of the LMR System.

As the Authority has adopted the County of Los Angeles' procurement mode, in accordance with the Board of Supervisor's Policy No. 5.100 (Sole Source Contracts and Amendments), notification is being provided to your Board, as well as a request to delegate to the Executive Director authority to engage in negotiations for a sole source amendment. Enclosed with this Board Letter is a Sole Source Checklist consistent with the Board of Supervisors Policy No. 5.100.

FISCAL IMPACT/FINANCING

At present, there is no fiscal impact. Once negotiations with MSI have completed and an amendment is finalized, Authority staff will return to your Board with an amendment that includes corresponding scope, terms and conditions, and cost.

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 action, the Executive Director will have delegated authority to proceed in a manner described in the recommended action.

Respectfully submitted,

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

SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

SOLE SOURCE CHECKLIST LA-RICS

- ☐ New Sole Source Contract
- ☒ Sole Source Amendment to Existing Contract Date
Existing Contract First Approved: August 15, 2013

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
✓	<ul style="list-style-type: none"> Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	<ul style="list-style-type: none"> Compliance with applicable statutory and/or regulatory provisions.
	<ul style="list-style-type: none"> Compliance with State and/or federal programmatic requirements.
	<ul style="list-style-type: none"> Services provided by other public or County-related entities.
	<ul style="list-style-type: none"> Services are needed to address an emergent or related time-sensitive need.
	<ul style="list-style-type: none"> The service provider(s) is required under the provisions of a grant or regulatory requirement.
	<ul style="list-style-type: none"> Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	<ul style="list-style-type: none"> Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	<ul style="list-style-type: none"> Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
✓	<ul style="list-style-type: none"> Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	<ul style="list-style-type: none"> It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

February 1, 2024

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

Dear Directors:

**DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO
NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH SAN LUIS AVIATION
INC., DBA SLA CORP FOR ESCHAT PUSH-TO-TALK FUNCTIONALITY
FOR USE OVER THE LAND MOBILE RADIO SYSTEM**

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into negotiations for a sole-source agreement with San Luis Aviation, Inc., dba SLA Corp for ESChat Push-to-Talk (PTT) functionality for use over the Land Mobile Radio (LMR) System.

RECOMMENDED ACTION

It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source agreement with San Luis Aviation, Inc., dba SLA Corp for ESChat PTT functionality for use over the LMR System. Upon completion of negotiations, Authority staff will return to your Board with a proposed agreement, corresponding scope, terms and conditions, and costs for ESChat PTT functionality for use over the LMR System.

BACKGROUND

As your Board is aware, on November 17, 2023, Final LMR System Acceptance was achieved and the Authority entered into the final yearlong no-cost Warranty Period with MSI, which concludes on November 16, 2024. During this Warranty Period the Authority is engaging long-term operational goals, which among other things, includes enhancing interoperable communications over the LMR System.

One of the ways to enhance interoperable communications is to seek alternate approaches to link disparate communication infrastructures, such as broadband and LMR networks. The Authority's Operations and Technical leads along with their teams have explored various offerings providing greater interoperability. The leads, staff and Committees received presentations from various vendors including San Luis Aviation, Inc. ESChat is a carrier agnostic commercial grade IP based PTT system providing voice privacy and seamless communication between users on different wireless carriers over LMR networks, such as the LA-RICS LMR System. ESChat PTT functionality will provide the ability for LA-RICS Users to communicate with the LMR System from broadband devices such as smartphones, tablets, IoT devices to radios.

Additionally, ESChat can be used as a standalone product for non-uniform operations personnel within public safety/first responders' agencies resulting in extensive benefits. The ESChat software will increase interoperable communications in the region as well as outside the LA-RICS coverage footprint by allowing LTE devices outside the LA-RICS network to communicate with an LMR radio inside our footprint e.g., a detective working outside the coverage area can still communicate with team members. Finally, the ESChat software curb costs that Users would otherwise expend on portable and/or mobile radio purchases by now allowing their existing LTE devices to communicate with LMR users.

Moreover, ESChat complies with various statutory, regulatory, and federal programmatic requirements as follows:

- ✓ Supports End-to-End Voice Encryption between broadband devices, Consoles, and P25 devices over LMR networks.
- ✓ Criminal Justice Information Services (CJIS) compliant.
- ✓ FirstNet certified.
- ✓ Federal Risk and Authorization Management Program (FedRAMP) compliant by Quarter 3 2024.

However, most significantly, ESChat has already been procured and deployed nationwide by numerous law enforcement agencies, including but not limited to, the Department of Justice (DOJ), the Drug Enforcement Administration (DEA), the Federal Bureau of Investigation (FBI), as well as by all branches of the United States Military and numerous federal, state and local public safety agencies across the nation. As LA-RICS Users will be public safety and first responders, having the unique ability via ESChat to communicate directly with any of the numerous ESChat Subscribers is paramount in furtherance of the Authority's goal of interoperability. Further, the ESChat platform allows disparate users to create ad-hoc communication networks irrespective of cell carrier or LMR radio systems/networks on an as-needed or permanent basis in response to dynamically unfolding incidents or preplanned events.

Given the technical and operational requirements met by ESChat offering, the Authority is seeking your Board's approval to authorize the Executive Director to commence negotiations with SLA Corp for a proposed sole source agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Executive Director to commence negotiations with SLA Corp for ESChat PTT functionality for use over the LMR System. If approved by your Board, Authority staff will return to your Board upon completion of negotiations with a proposed agreement, corresponding scope, terms and conditions, and costs for ESChat.

As the Authority has adopted the County of Los Angeles' procurement mode, in accordance with the Board of Supervisor's Policy No. 5.100 (Sole Source Contracts and Amendments), notification is being provided to your Board, as well as a request to delegate to the Executive Director authority to engage in negotiations for a sole source agreement. Enclosed with this Board Letter is a Sole Source Checklist consistent with the Board of Supervisors Policy No. 5.100.

FISCAL IMPACT/FINANCING

At present, there is no fiscal impact. Once negotiations with SLA Corp have completed and an agreement is finalized, Authority staff will return to your Board with a proposed agreement that includes corresponding scope, terms and conditions, and cost for ESChat PTT functionality for use over the LMR System.

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 action, the Executive Director will have delegated authority to proceed in a manner described in the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

SOLE SOURCE CHECKLIST LA-RICS

- ☒ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract Date
Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	<ul style="list-style-type: none"> Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an “<i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i>”
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✓	<ul style="list-style-type: none"> Compliance with State and/or federal programmatic requirements.
	<ul style="list-style-type: none"> Services provided by other public or County-related entities.
	<ul style="list-style-type: none"> Services are needed to address an emergent or related time-sensitive need.
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	<ul style="list-style-type: none"> Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	<ul style="list-style-type: none"> Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	<ul style="list-style-type: none"> It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.