



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, May 1, 2025, • 9:00 a.m.

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

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

Call-in Number for the Public:

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Telephone Number: (323) 886-6924

Conference ID: 628 855 436#

AGENDA POSTED: April 24, 2025

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

OFFICERS
Scott Edson , LA-RICS Executive Director
Ronald Watson , LA-RICS Deputy Executive Director
Oscar Valdez , County of Los Angeles, Auditor-Controller
Elizabeth Buenrostro Ginsberg , 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.** April 3, 2025 – Regular Minutes
Agenda Item A
- IV. PUBLIC COMMENTS –**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS (B – D)**
 - B.** Director’s Report – Scott Edson
 - C.** Joint Operations and Technical Committee Chair’s Report – NONE
 - D.** Finance Committee Chair’s Report – NONE
- VII. DISCUSSION ITEMS (E – G)**
 - E.** Land Mobile Radio Network Operations Status and Issues – Ted Pao
Agenda Item E
 - F.** Outreach Update – Lt. Robert Weber
Agenda Item F
 - G.** Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN)
Agenda Item G
- VIII. ADMINISTRATIVE MATTERS (H – I)**
 - H. APPROVE A SOLE SOURCE AGREEMENT WITH GENCORE CANDEO, LTD. (DBA THE GENESIS GROUP) FOR GENWATCH 3 FOR USE ON THE LAND MOBILE RADIO (LMR) SYSTEM**



It is recommended that your Board:

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

Agenda Item H

I. LMR AMENDMENT NO. 128 TO AGREEMENT NO. LA-RICS 007

It is recommended that your Board:

1. Find that approval of Amendment No. 128 for inclusion of a Change Order Motorola Solutions, Inc. (MSI) for denied entry at a planned annual preventative maintenance visit at the Clara Shortridge Foltz Criminal Center (CCT) site is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Approve Amendment No. 128 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI) as follows:
 - a. Incorporate a Change Order to pay MSI for costs associated with denied entry at the CCT site whereby annual preventative maintenance work was scheduled to be performed for a cost increase in the amount of \$850.
 - b. Increase the Maximum Contract Sum in the amount of \$850 from \$278,262,677 to \$278,263,527.
 - c. Delegate authority to the Executive Director to execute Amendment No. 128, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue Notices to Proceed (NTP) for the Work contemplated in Amendment No. 128, as may be necessary.

Agenda Item I



IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, June 5, 2025, at 9:00 a.m., at the LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, CA 91754.



BOARD MEETING INFORMATION

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

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

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

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

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



BOARD OF DIRECTORS REGULAR MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, April 3, 2025 • 9:00 a.m.

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

BOARD MEMBERS PRESENT

Michael Inman, Deputy Fire Chief, County of Los Angeles Area Fire Department

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

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

Joshua Nelson, City Manager, California Contract Cities Association

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

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

ALTERNATES FOR BOARD MEMBERS PRESENT

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

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

Jacqueline Rifenburg, Assistant Director, EMS Agency County of Los Angeles Department of Health Services

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

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS Board Secretary

BOARD MEMBERS ABSENT / VACANT

N/A



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

I. CALL TO ORDER

Board Chair Chief Michael Inman called the Regular meeting of the Board to order at 9:00 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

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

III. APPROVAL OF MINUTES (A)

A. March 6, 2025 – Regular and Special Minutes

Agenda Item A

Board Chair Alternate Inman asked the Board if there were any questions to the attached Regular and Special Meeting Minutes. There were no questions, therefore, he asked for a motion to approve.

Board Member Chris Nigg motioned first, seconded by Alternate Board Member Cardell Hurt.

Ayes (10): Luke, Inman, Sum, Rifenburg, Alegria, Wiese, Nelson, Hurt, Walczak, and Nigg.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no consent items.



VI. REPORTS (B - D)

There were no reports.

B. Director's Report – Scott Edson

Executive Director Scott Edson greeted the Board and started by saying that with the recent windstorms and fires that just passed, March was a month of recovery and reassessment. Executive Director Edson went on to say the Authority focused on strengthening its long-term operational resilience to counter increasingly severe weather events and wildfires in the region. Executive Director Edson stated the Authority's recent operations provided valuable data on generator load patterns, which would inform future maintenance strategies, including load bank testing and adjustments to weekly testing schedules.

Executive Director Edson said that as the Authority has repeatedly seen, utility power remained the least reliable due to scheduled maintenance, unplanned outages, public safety power shutdowns, and fire-related disruptions. Executive Director Edson also said that to ensure continuity, the Authority must refine its operational procedures to keep generators running efficiently and reliably.

Executive Director Edson shared that in addition, the County of Los Angeles (County) Internal Services Department (ISD) continues to support ongoing site maintenance, addressing rust prevention, erosion control, and brush clearance to maintain defensible spaces. Executive Director Edson further shared that each site would undergo a comprehensive inspection by an ISD Subject Matter Expert (SME), covering over one hundred (100) infrastructure and equipment checkpoints. Executive Director Edson mentioned that when necessary, corrective action lists would be shared with Authority staff for prompt resolution.

Executive Director Edson stated that recruiting permanent County staff for the LA-RICS team remains a challenge. However, Executive Director Edson expressed the Authority successfully onboarded Jesse Brenton through Jacobs. Executive Director Edson shared that Mr. Brenton was previously involved with the Land Mobile Radio (LMR) project at Motorola Solutions, Inc. (MSI), and brings extensive technical expertise, and has seamlessly taken on key responsibilities on many projects, including site security and generator commissioning. Executive Director Edson further shared that his contributions have already been driving progress in ongoing Authority projects.



Executive Director Edson expressed that as everyone knows, fire departments are decades ahead of law enforcement when it comes to radio interoperability, therefore, Executive Director Edson would focus on the local police departments. Executive Director Edson reported the Authority's current "police" subscribers are the County's Sheriff's Department (LASD) and Inglewood, as the Authority is in process of onboarding Claremont and Palos Verdes Estates. Executive Director Edson further reported that currently the Authority has interoperability with Monterey Park, Redondo Beach, Santa Monica, Sierra Madre, and Torrance.

Executive Director Edson went on to report the Authority has an interoperability connection with the Inter Subsystem Interface (ISSI) System connection to the Interagency Communications Interoperability (ICI), and soon with the City of Long Beach, Port of Los Angeles and Los Angeles International Airport (LAX), and is currently working with these agencies to become interoperable. Executive Director Edson reported that, in addition, the Authority is working with the following agencies to become interoperable: Arcadia, Covina, El Segundo, Glendora, Irwindale, Los Angeles (LA) Airport, Long Beach, Port of LA, San Marino, and South Pasadena.

Executive Director Edson shared that it has taken the City of Los Angeles (City) Police Department (LAPD) a year for a new LA Police Chief to be sworn in, and he would finally meet with the Authority with working towards interoperability. Executive Director Edson shared that Lt. Robert Weber would provide further details in his report.

Executive Director Edson mentioned at the previous meeting, he sent a letter to twenty-four (24) Police Chiefs reminding them of the need for regional interoperability. Executive Director Edson asked the Police Chiefs to program the thirty-two (32) regional interoperable channels, and the Authority would be prepared to share radio Identifications (IDs), since the Authority can provide them the LASD dispatch and tactical channels, too. Executive Director Edson informed the Board these capabilities would bring this region interoperability that has never been seen before. Executive Director Edson stated the Authority also offered to assist and asked Police Chiefs to inform the Authority if funding was an impediment; currently, there are no responses. Executive Director Edson further stated the police departments he reached out to are as follows: Azusa, Baldwin Park, Bell, Bell Gardens, Beverly Hills, Burbank, Culver City, Downey, El Monte, Gardena, Glendale, Hawthorne, Hermosa Beach, Huntington Park, La Verne, Manhattan Beach, Montebello, Pasadena, Pomona, San Gabriel, South Gate, Vernon, West Covina, and Whittier. Executive Director Edson asked if anyone had contacts there, he would appreciate assistance in encouraging them to become



interoperable with the region. Executive Director Edson stated the Authority would soon follow up with each PD.

Executive Director Edson further stated that, additionally, he asked the County of Los Angeles Fire Department (LACoFD) to ensure the thirty-two regional interoperable channels are included in their future updates.

Executive Director Edson asked to please inform the Authority if there are any upcoming related meetings he can attend and for a few minutes provide information on operability and interoperability, which would be appreciated.

Last week Executive Director Edson met with the San Fernando PD Commander and updated him on LA-RICS, and provided details on how the Authority would become interoperable. Executive Director Edson shared they are not part of ICI, have their own city radio system and will release a new code plug for their radios, so the timing was great. Executive Director Edson said that earlier this week, he met with the Chief of the Alhambra PD and updated him as well. Executive Director Edson reported they are already interoperable to some degree, but new code plugs are available on LA-RICS, therefore, Authority staff will follow up with them.

Executive Director Edson shared the Authority also had a meeting of the Urban Authority Security Initiative (UASI) Interoperable Working Group and identified the need to ensure radio systems that best follow practices, that maintain accurate and current meta-data from their radio equipment. Executive Director Edson mentioned that MSI also joined the meeting and is examining whether there are any needs to finish interoperability in the region and would also provide a validation of the Authority's vision of regional interoperability. Executive Director Edson expressed that, unfortunately, the Authority still has no independent party dedicated as the "interoperability czar," so to speak, as was previously recommended, so by default, the City Mayor's Office Grants unit has taken on the responsibility. Executive Director Edson mentioned that Operation Lead Lt. Weber would report on other outreach and interoperability actions taken.

Executive Director Edson mentioned that regarding Grants, the Board approved a Resolution allowing LA-RICS to apply for federal financial assistance as it relates to the California Wildfires and straight-line winds. Executive Director Edson further mentioned the application was submitted on March 6, 2025, the Authority had the initial Recovery Scoping Meeting with Federal Emergency Management Agency (FEMA) on March 25, 2025, and the first in-person meeting scheduled for this coming April 14, 2025, with the Authority. Executive Director Edson promised he would keep the Board apprised of updates as they are received.



Executive Director Edson reported to the Board last month that the Authority is in the midst of a City Mayor's Office of Public Safety Monitoring Audit of UASI grants. Executive Director Edson further reported the Authority has completed the "test" phase of that audit, holding an in-person meeting and site visit with them yesterday and are now awaiting their follow-up questions and report. Executive Director Edson hopes to provide the monitoring visit report in the coming months.

Executive Director Edson mentioned that as for Fiscal and Budget, Agenda Item E, was the Independent Auditors report for Fiscal Year ending June 30, 2024. Executive Director Edson informed the Board that BCA Watson Rice LLP was present and would provide the Board with a summary of their annual audit, which should not be a surprise, but once again the Authority completed another successful audit.

Executive Director Edson shared that he scheduled a meeting with the County Chief Executive Officer (CEO) later this month regarding subscription tiered rate for large agencies such as LACoFD, LASD, Metro, etc. Executive Director Edson stated the Proposed Budget for Fiscal Year 2025-26 is reliant on this information as any change to the existing subscription costs for the County users would impact the revenue recognized in the budget. Executive Director Edson will continue to update the Board on that very important topic.

Executive Director Edson said that several contract items in the agenda packet today are: Agenda Item H, which is an amendment to the MSI agreement for the inclusion of three (3) Change Orders for microwave realignment and fire suppression work at site Green Mountain (GRM) which was impacted by the recent fires. Executive Director Edson also said the cost for the three (3) Change Orders is thirty-three thousand dollars (\$33,000) and covered by the existing adopted budget's California State Budget Act and/or UASI funds depending on the timing of the work completion.

Executive Director Edson mentioned that Agenda Item I is requesting the Board's approval for a direct Agreement with GenCore Candeo, Ltd. (dba The Genesis Group (Genesis), which currently provides the data management solution used on LA-RICS' LMR system, which was to upgrade what is currently in place. However, Executive Director Edson stated the Chief Operating Officer (COO) requested the Authority hold this item until the next meeting given they need additional time to review the insurance requirements, despite the fact they had previously agreed, they are now requesting additional time. Executive Director Edson stated that given this item is not time-sensitive, he would hold and return it to the Board in May.



Executive Director Edson mentioned that another important topic he plans to discuss with the County CEO is the current inability to hire County employees to staff the LA-RICS project. Executive Director Edson reminded the Board, the LA-RICS project team is made up of LA-RICS staff which are contracted via agreement with the County of Los Angeles and consultant staff. Executive Director Edson said that once the LA-RICS system was completed in November of 2023, and the Authority entered the warranty period in 2024, the plan was to phase out certain contractor staff and fill the long-term Operations and Maintenance (O&M) positions with County employees to form part of the long-term O&M team. Executive Director Edson went on to say that with the County's staffing and budget issues, the Authority had to continue using contractors. Executive Director Edson mentioned that with the upcoming termination date of the Jacobs contract, the Authority would again have to push for hiring County employees.

Executive Director Edson said that in May of 2024, the Board delegated authority to him to negotiate a sole-source agreement with Mr. Justin Compito (CompCom, LLC) to continue serving as the Authority's Information Technology (IT) Consultant. Executive Director Edson stated that he would provide the Board with additional information regarding Mr. Compito's contract and qualifications under Agenda Item J. However, Executive Director Edson highlighted how the negotiated agreement was approximately seventy thousand dollars (\$70,000) a year cheaper than hiring for this same item via the County employee and one hundred thousand dollars (\$100,000) a year cheaper than what the Authority is paying for his position now, via a Jacobs contract.

Executive Director Edson concluded by saying that Technical Lead Ted Pao would include an overview of LA-RICS interoperability capability in his report.

Board Member Luke asked Executive Director Edson to provide a list of the jurisdictions that his office sent a letter to regarding the need for interoperability. Board Member Luke mentioned there is currently extra scrutiny on homeless-related grants, and he asked for LA-RICS to evaluate their reliance on the grants they are using and what this scrutiny would mean for the project. Executive Director Edson reminded the Board the UASI Authority was providing LA-RICS with only one million dollars (\$1,000,000) a year, and LA-RICS believes the funding amount is unfair, as the UASI Authority does not base the amount of funding provided on the size of the system, and LA-RICS is a large system.

Board Member Nigg asked Executive Director Edson if LA-RICS received funding from the State Homeland Security Grant Program (SHSGP). Executive Director



Edson said LA-RICS did not receive funding from SHSGP last year, even though in prior years the Authority had received SHSGP funding.

Board Member Wiese stated licensing was not an issue, but expressed his concern regarding collection of data, such as model numbers and firmware updates, as agencies and the ICI do not have this data. Board Member Wiese further stated this problem could be solved by the agencies onboarding to the LA-RICS system. Board Member Wiese went on to say the reluctance of agencies to onboard be due to a lack of radio technicians who would collect data such as firmware and model ID numbers, which is the information needed to affiliate with LA-RICS. Board Member Wiese believes LA-RICS should modify their request to ICI so LA-RICS would be able to onboard agencies at once.

Executive Director Edson stated this data collection does not impact the thirty-two (32) regional channels; there is no reason these agencies cannot program their radios to the regional channels as data is not necessary. Executive Director Edson clarified that despite LA-RICS and ICI having different radio IDs, LA-RICS has an ISSI connection that recognizes them, and therefore, this is not an issue. Executive Director Edson further clarified that additional data is not needed for an ISSI connection, and those IDs are necessary to further affiliate.

Executive Director Edson informed the Board that at last month's Interoperable Working Group meeting, this was the first topic item on the meeting agenda, which the discussion lasted for forty-five (45) minutes of the hour-long meeting. Executive Director Edson shared that systems not having proper data should not be a reason why LA-RICS and newer systems should begin onboarding agencies without the proper data. Executive Director Edson further shared the best practices documentation from MSI on ISSI connections and ID sharing suggests this data is needed, therefore, data that is collected should be shared. Executive Director Edson went on to say that agencies in the region who do not have this data are struggling to keep up with their programming. Executive Director Edson stated agencies should take the time to collect the data since agencies need to do so anyway when creating new code plugs.

Executive Director Edson provided an example of interference issues at Inglewood PD; if this were to occur, LA-RICS could investigate the radio IDs and software versions, and it could be quickly resolved versus having to open service tickets and wait for them to be addressed. Board Member Wiese stated that he would raise this topic for discussion at next week's Tri-County Police Chiefs Meeting, with continued effort to provide a smooth resolution process. Board Member Wiese



mentioned the Los Angeles Area Fire Chief's Association meeting would also be held next week.

Operations Lead Lt. Weber expressed LA-RICS made it clear that if serial number issues arose, LA-RICS would work with those agencies to resolve those issues and obtain the data at the same time; as soon as all the data is compiled, then IDs could be activated.

Board Member Wiese asked if LA-RICS can collect the data that ICI has. Executive Director Edson mentioned ICI has minimal data, and the system MSI created would allow that interoperability. Operations Lead Lt. Weber said these agencies could connect to the ISSI easily, but the agencies expect to program their radios only once. Board Member Wiese expressed agencies do not want to program more than once because it is expensive, and they do not have an in-house programmer.

Executive Director Edson stated this topic has been an ongoing discussion for the past year, and agencies have not yet programmed their radios to the regional channels even though providing additional data is not required. Executive Director Edson further stated that in his letter to the Police Chiefs, he asked them to share funding impediments they may have, and in turn, LA-RICS will raise the issue with the UASI Authority; Executive Director Edson said he has not received any responses yet. Board Member Wiese mentioned he will focus on this during next week's meeting. Executive Director Edson asked him to let him know if LA-RICS can be granted an opportunity to attend the meeting. Board Member Wiese said he will send a message to the Glendale Police Chief as he will Chair the meeting.

Board Member Walczak mentioned that many of those agencies are Commnet agencies, and internally, there is a deadline to resolve this issue by the end of this fiscal year. Board Member Walczak further mentioned Covina PD has most of their mobile radios in their vehicles already programmed, and they are currently working on handheld radio programming. Board Member Walczak went on to say he is aware the police agencies of West Covina, Azusa, and Baldwin Park have the same status.

Board Member Wiese stated many agencies do not have over the air programming; they must physically touch each radio, and they have an issue with having to program the radios on a regular basis. Board Member Walczak mentioned that many agencies choose to program the regional channels at the same time they change the encryption standards before June.



Executive Director Edson shared that County Supervisor, Kathryn Barger, who was at Claremont PD the previous week, asked about interoperable equipment since Claremont PD is in the process of onboarding to the LA-RICS network. Executive Director Edson further shared there is an emergency preparedness committee in the San Gabriel Valley that formed and was asked by County Supervisor Barger to provide a presentation on interoperability to the committee. Board Member Walczak expressed that most of the agencies he mentioned are part of that committee, and he is pleased to hear this.

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

C. Joint Operations and Technical Committee Chair's Report – None

D. Finance Committee Chair's Report – None

VII. DISCUSSION ITEMS (E – H)

E. Financial Statements and Independent Auditors Report for The Fiscal Year Ending June 30, 2024 – BCA Watson Rice LLP

Board Chair Alternate Inman introduced Elaine Wu from the Auditor-Controller's Accounting Division, as the Authority's Fiscal Agent. The Auditor-Controller's Office contracted BCA Watson Rice LLP, introduced Helen Chu and Lyn Labastia, Insurance Partners, which presented their findings.

Ms. Helen Chu presented the Audit Report on the Financial and Single Audit on the Authority as of June 30, 2024, and the Audit was performed in accordance with the Auditing standards, as well as Government Auditing Standards.

Ms. Chu started by presenting the Scope of the Audit; the financial audit included a review of the Authority's financial statements to ensure they are presented fairly, in all material respects, the financial position and results of operations in accordance with Generally Accepted Accounting Principles (GAAP), as well as the Single Audit focused on compliance with federal grant requirements under the Uniform Guidance, ensuring that federal funds were expended appropriately.

Ms. Chu shared the Audit Results, in which the Authority received an unmodified (clean) opinion on its financial statements. Ms. Chu further shared that this was the highest level of assurance that could be provided by an independent auditor.



Ms. Chu also shared the Single Audit did not identify any issues of material noncompliance with federal regulations; and there were no findings, questioned costs, or significant deficiencies in internal controls.

Ms. Chu shared some of the Key Financial Highlights during the current year: the Authority's assets totaled two hundred twenty-one million dollars (\$221,000,000) with Cash and Investments deposited in the County Treasury Pool totaled thirty-three point three (\$33.3) million dollars.

Ms. Chu further reported the Authority has a cash operating loan balance totaling twenty-eight million dollars (\$28,000,000) from the County for the funding of start-up and operational costs; the loan bears no interest and has no definite repayment schedule.

Ms. Chu mentioned that as of June 30, 2024, the Authority had one hundred seventy-three point six (\$173.6) million dollars in Capital Assets consisting of telecommunication equipment under construction valued at one hundred seventy-three point six (\$173.6) million dollars and office furniture and fixtures at nineteen thousand and thirty-six dollars (\$19,036).

Ms. Chu informed the Board that Revenues totaled four point seven (\$4.7) million dollars and mainly consisted of federal grants in the amount of three point two (\$3.2) million dollars and investment income of one point four (\$1.4) million dollars; with Expenditures totaling fifteen point two (\$15.2) million dollars and mainly consisted of five point four (\$5.4) million dollars in capital outlay for telecommunication equipment, four point three (\$4.3) million dollars in consultant services, four point four (\$4.4) million dollars in County department services, and about half (\$0.5) of a million dollars in utilities.

Ms. Chu said that, additionally, as part of the Audit, certain matters are required to be communicated to the Board as part of their auditing standards, including:

Ms. Chu shared that Management's Responsibility, which primarily is to be responsible for the financial statements, accounting principles used, and compliance with grant requirements; it is the Auditor's responsibility under GAAP to conduct and audit in accordance with the auditing standards and to provide a reasonable - not absolute - assurance about whether the basic financial statements are free of material misstatement, whether caused by error or fraud; it is also the Auditor's responsibility to gain a basic understanding of the internal control policies and procedures to design an effective and efficient audit approach.



Ms. Chu reported there were no new accounting practices, no disclosures considered to be sensitive or involve significant judgement; there were no auditors' adjustments; there were no uncorrected misstatements, no disagreements with management or significant issues discussed with management; there were no irregularities, fraud or illegal acts that came to the Auditors' attention because of auditing procedures. Ms. Chu further reported that BCA Watson Rice LLP was independent of the Authority and the County. Ms. Chu concluded her report by extending her appreciation to the County staff and to the Authority for their cooperation, transparency, and assistance during their engagement.

Board Member Nigg expressed it was great that, administratively, the audit went well. However, Board Member Nigg had some concern that LA-RICS was not financially sustainable when they are vastly exceeding their income revenues, and wondered what this meant in the long term.

Executive Director Edson shared the County is filling the financial gap by increasing the subscription rate for County users so that as the County departments onboard to the network, the County would absorb the subscription rate. Therefore, Executive Director went on to share the CEO does not have to find the funding. Executive Director Edson further shared that LA-RICS has a great relationship with the County who has been supportive of interoperability. Executive Director Edson mentioned the low subscription rate for the non-County users would not change in the immediate future; a change was coming for County users so the departments would be responsible for filling that financial gap as they onboard to the LA-RICS network.

Board Member Wiese asked if the County Board of Supervisors would provide funding to the County agencies to cover the costs. Executive Director Edson confirmed the CEO would adjust the County departments' budgets to support the subscription rate. Board Member Wiese shared Monterey Park PD came across an issue with the County Department of Animal Care and Control (LACACC) recently, where they were trying to upgrade to working radios and were testing the LA-RICS network for any "dead spots" they may have. Board Member Wiese also shared the LACACC are worried they would not have the funding to join the network; they are worried about lack of funding to purchase new radios and subscriptions. Board Member Wiese went on to say the department has been currently using their personal cell phones when they have been out in the field.

Board Member Wiese shared his concern of having a County agency, outside of police and fire agencies that many people depend on, not have a means of communicating effectively. Board Member Wiese said that this issue arose



because his agency was building a new code plug, with plans to include a zone for agencies devoted to animal services such as Pasadena Humane, California Department of Fish and Wildlife, United States Forest Service, and the LACACC, which are on low band Very High Frequency (VHF). Board Member Wiese would like to ensure these smaller agencies are not overlooked as they can benefit from the robustness of the LA-RICS system. Board Member Wiese said LA-RICS has proven to be a great system, and he would like to see all County agencies, big and small, integrated into LA-RICS.

Executive Director Edson stated that topic will be part of the discussion he will have with the County CEO this month; Board Member Luke is the County CEO representative, and well aware of these discussions. Executive Director Edson further stated Board Member Luke is aware of the County re-evaluating the CountyWide Integrated Radio System (CWIRS), which is the radio system the County departments have been using; CWIRS has roughly twenty (20) sites, and LA-RICS has fifty-eight (58) sites; the coverage on LA-RICS is significantly better. Executive Director Edson went on to say the County District Attorney's Office recently joined the LA-RICS network from CWIRS, and the County Department of Public Works was in the process of migrating over. Executive Director Edson said the CEO is evaluating whether to integrate, replace, or decommission the CWIRS system.

Executive Director Edson shared that LA-RICS has identified every County user that is on the CWIRS system and continues to encourage them to subscribe to LA-RICS; with hopes this would be the solution. Executive Director Edson asked Board Member Luke if he had comments, to which he responded by saying the decision on CWIRS is at the County CEO level, however, discussions have slowed down to challenges, such as cash flow.

Alternate Board Member David Sum asked what the increased subscriber costs would be for County users. Executive Director Edson said this continues to be in discussions, and he has already spoken with Assistant Sheriff Pinedo. Board Member Nigg assumes, that at some point, all County agencies would effectively use the same system as non-County agencies, and there would be some contention on subscription rate differences.

Executive Director Edson stated the CEO Department has been supportive of ensuring that outside agencies could subscribe to LA-RICS at a fair cost; they have also been supportive of interoperability, and the CEO does not see that changing. Board Member Nigg expressed that with financial challenges that agencies are experiencing, policy makers would question how much subscriber rates would



increase in the future, and transparency is important, as they would need to know what the financial landscape looks like. Executive Director Edson reminded Board Member Nigg that any change to subscription rates requires Board approval, and the current rate is twenty dollars (\$20) a month.

This concluded the report on Agenda Item E by BC Watson, LLP. There was no further discussion.

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

Technical Lead Pao greeted the Board and reported that LA-RICS continues with preventative maintenance work on various components of the LMR infrastructure. Technical Lead Pao shared Enclosure 1, a table of the statistical breakdown of preventative maintenance that are both complete and have yet to be completed for both radio frequency (RF) and non-RF infrastructure at the LMR sites. Technical Lead Pao further shared that regarding generator preventative maintenance work, that almost all sites are complete except for site Frost Peak (FRP) as access is closed due to Mountain High Resort's snow season.

Technical Lead Pao explained that ninety-four (94) preventative maintenance activities for DTVRS shown in Enclosure 1 are not the total number of LMR sites as this was not the manner in which sites are counted; there are fifty-nine (59) physical sites. However, Technical Lead Pao further explained the components that make up the ninety-four (94) preventative maintenance activities for DTVRS live in one or more sites. Technical Lead Pao stated that radio frequency (RF) preventative maintenance activities would be complete in two (2) months.

Technical Lead Pao said, as reported to the Board last month, the site East Sunset Ridge (ESR) went on generator power on February 5, 2025, when Southern California Edison (SCE) equipment failed. Technical Lead Pao reported that SCE pinpointed the failure at an underground vault next to a damaged tower, and due to safety concerns of its personnel, SCE has held off on the repair until the tower crew removes the damaged portion. Technical Lead Pao further reported that, as of this morning, this site has over one thousand four hundred and forty (1,440) hours of generator runtime with twenty-seven point eight percent (27.8%) of fuel remaining in the tank.

Technical Lead Pao went on to say that LA-RICS projects the fuel would last another twenty-eight (28) to thirty (30) days based on the previous month's report of fifty-three percent (53%). Technical Lead Pao shared the latest update from various stakeholders indicates the crane would be able to access the site next week



to remove the damaged tower, and SCE would take one day to repair the equipment. Technical Lead Pao expressed LA-RICS hopes the site would be back on utility power by the end of next week.

Regarding the site security enhancement project, door access controls, and surveillance cameras, Technical Lead Pao reported that LA-RICS continues with the implementation efforts at various sites. Technical Lead Pao further reported there were some initial delays with lockset issues and network configurations; inclement weather has been an ongoing issue where rain and wind prevented any tower work to mount the cameras. Technical Lead Pao went on to say that LA-RICS was making schedule adjustments and alternative tower resources to recover the schedule.

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

G. Outreach Update – Ted Pao and Lieutenant Robert Weber

Technical Lead Pao greeted the Board and shared Enclosure 2 (LA-RICS Interoperability Capability), which is a summary of the below points regarding interoperability capabilities and coverage maps that Technical Lead Pao covered in his presentation: Regional ISSI Talkgroup Configurations; ISSI Talkgroup Benefits and Shortcomings; Los Angeles Regional Tactical Communications System (LARTCS) Interoperability with analog and conventional channels, Countywide Coverage, and Control Points at LASD Communications Center and Fire Command and Control Facility; Portable On-Street Coverage for LARTCS 800, LARTCS UHF, LARTCS VHF, LARTCS Low Band Mobile; Analog Conventional Voice Radio System (ACVRS) Interoperability with analog and conventional channels, Countywide or Regional Coverage, Control Points at LASD's Communications Center and Fire Command and Control Facility, and UHF Band; ACVRS High Level Summary; Portable On-Street Coverage for TRO 5, TRO 6, TRO 8, TRO 9; and Portable On-Street Coverage for ACVRS.

Regarding Regional ISSI Talkgroup Configurations, Technical Lead Pao pointed out there are sixteen (16) dedicated Regional Talkgroups and this would expand to thirty-two (32) Regional Talkgroups on the trunked system. Technical Lead Pao also pointed out that a benefit of using ISSI Talkgroups is reprogramming of radios was minimized if there were patches between agencies' talkgroup to a regional ISSI talkgroup; agencies could communicate with these patches. Technical Lead Pao shared a disadvantage of using a patch is uneven coverage amongst the systems. Technical Lead Pao further shared that regarding collecting serial numbers and firmware, other state-wide systems such as in Connecticut and Pennsylvania,



collect this information and test the firmware as this was a best practice for using ISSI Talkgroups.

Regarding interoperability with analog conventional channels, Technical Lead Pao shared the National Guard used the 800 MHZ channel during the Palisades Fire. Technical Lead Pao pointed out that LASD and LACoFD primarily use ACVRS conventional channels.

Operations Lead Weber brought forward the discussions regarding analog channels and DTVRS, as well as highlighting the LARTCS System, which was readily available for agencies to use. Operations Lead Weber went on to say that most of the agencies were in the national interoperability system, therefore, most of the agencies already have these channels programmed into their radios. Operations Lead Weber shared highlights as to what the LA-RICS System was capable of. Operations Lead Weber further shared that more testing would be done, and he would provide updates in future reports.

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

Operations Lead Weber reported that during the month of March, Authority staff continued with Subscriber and Affiliate outreach efforts. Operations Lead Weber shared that LASD's Contract Cities subscriber efforts are ongoing. Operations Lead Weber further shared the Authority continues contact with members of the ICI System regarding the Authority's affiliate radio ID efforts, as well as the programming of the ISSI regional interoperability Talkgroups. Operations Lead Weber made note and emphasized there was a distinction between the affiliate radio ID efforts, and programming of ISSI regional interoperability Talkgroups. Operations Lead Weber further reported that several of the ICI agencies have indicated they were in the process of updating their radios and equipment to be interoperable.

Operations Lead Weber mentioned that to reach out to all agencies that need to program the regional Talkgroups and mutual aid channels, Authority staff has been continuously been working on additional efforts. Operations Lead Weber hopes to have more to report regarding this effort in the future.

Operations Lead Weber shared that Authority staff worked closely with the LASD Communications and Fleet Management Bureau (CFMB) regarding Emergency Communications and regional interoperability. Operations Lead Weber further



shared that Authority staff was also working closely with CFMB on the Computer Aided Dispatch (CAD) project which was progressing well.

Operations Lead Weber reported that Authority staff continues to monitor the progress of the World Cup Emergency Communications planning group. Operations Lead Weber also reported that on March 18, 2025, Authority staff attended the Working Group call along with members of the LASD's Emergency Operations Bureau. Operations Lead Weber expressed that although there was still a lot of work to be done, the planning is progressing. Operations Lead Weber said that on March 20, 2025, Authority staff attended the UASI Interoperability Working Group meeting. Operations Lead Weber further said that representatives from MSI attended the meeting to assist with planned connections. Operations Lead Weber shared the meeting was productive, however, the effort was progressing slowly. Operations Lead Weber also shared that later in the day Authority staff met with LAPD executives and managers regarding planned connections and interoperability; the meeting was productive with further meetings planned for April 2025. Operations Lead Weber mentioned that during the month of March, Authority staff continued coordination with the California Governor's Office of Emergency Services (Cal OES) regarding national interoperability channels. Operations Lead Weber also mentioned the Authority hopes to have more to report in April regarding these efforts.

Operations Lead Weber mentioned that LA-RICS was trying to make UHF (Ultra High Frequency) channels more usable so LASD could connect to other agencies, and other agencies could connect on those channels. Operations Lead Weber further mentioned that UHF channels would not create interference issues and LA-RICS was looking to make those UHF channels more readily available for interoperability. Operations Lead Weber mentioned there are good discussions being had with Cal OES regarding interoperability, and he would have more to report in future meetings.

Operations Lead Weber reported that in addition to the Authority's outreach and interoperability efforts during the month of March, Authority staff assisted with site security upgrades and planning for internal computer upgrades for the LA-RICS offices.

Operations Lead Weber shared that Authority Staff continued coordination with Palos Verdes Estates PD, the City of Claremont PD, the UCLA PD, and several other agencies. Operations Lead Weber further shared that Authority staff would work closely with these agencies to ensure their needs are met.



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

Board Member Wiese asked Operations Lead Weber if LA-RICS has spoken with the State of California (State) about the California Radio Interoperable System (CRIS). Operations Lead Weber confirmed that LA-RICS is in discussions with the State, and the State indicated their plan to connect with LA-RICS. Operations Lead Weber mentioned one of LA-RICS' connections to the State is cloud based called Critical Connect, which increases resiliency, even though it is not a standard ISSI connection.

Technical Lead Pao stated CRIS currently in operation in Northern California, and they are trying to onboard CHP. Operations Lead Weber mentioned LA-RICS is in discussions with some CHP aero units to accelerate interoperability due to the critical nature of their use of airships. Operations Lead Weber further mentioned CRIS asked how LA-RICS handles connections that are not subscribers as some agencies charge for that. Operations Lead Weber went on to say that LA-RICS is not enforcing charges because the focus is on interoperability throughout the region. Operations Lead Weber said these were the types of operations and technical discussions that LA-RICS has been having with CRIS. Operations Lead Weber believes CRIS would be some sort of affiliate with LA-RICS as part of their operations to connect them to the system; they have LARTCS channels available.

Executive Director Edson expressed that, ideally, CRIS has the thirty-two (32) regional channels as well, along with all fire and police departments, and the State. Executive Director Edson mentioned that in addition to the Critical Connect, LA-RICS has the UASI funding for this and Critical Connect would also be used to connect to the five (5) surrounding counties, when they are ready. Executive Director Edson said the focus is on the County before connecting with other counties.

Executive Director Edson expressed gratitude to Board Member Wiese for offering his Communications Coordinator / Radio Programmer, Paul Villalobos's assistance to other agencies on programming efforts. Executive Director Edson reported seven (7) to (8) agencies are onboarding with new code plugs, and interoperability is a direct result of Mr. Villalobos' assistance. Executive Director Edson shared LA-RICS provides all available channels, including UHF channels, to agencies who request these interoperable channels to ensure the latest code plug has every channel available for use. Executive Director Edson said many agencies are used



to communicating with CHP on one of the “CHP U Channels”, as they’re used to helicopter operations, but agencies should be aware that there are more interoperable channels available.

Board Member Wiese said he knows many police officers and Police Chiefs appreciate this, especially the police officers in the field. Board Member Wiese expressed his priority is officer safety.

Board Member Wiese asked if there is an opportunity for LA-RICS to be present at the World Cup and Olympic planning committee meetings and present a Request for Proposal for them to be subscribers to LA-RICS since they will both need interoperability throughout the region.

Executive Director Edson shared that Board Member Luke is keeping LA-RICS apprised of upcoming meetings. Board Member Luke stated the Olympic Committee planning committee continued discussions the previous week, and planning is still being done in silos; funding has not been offered yet.

Board Member Wiese expressed the LA-RICS system could support all agencies as the system could hold many subscribers using Push-To-Talk (PTT) services. Board Member Wiese further expressed that if an emergency at a venue should happen, even as far away as Oklahoma, first responders can switch to an emergency frequency and communicate with agencies in Los Angeles seamlessly using their cell phones; the system has proven to work. Board Member Wiese thinks that once the committees begin overall discussions outside of their departments, communications will be an important topic.

Board Member Nigg mentioned that aside from the World Cup and Olympics, the Super Bowl was upcoming as well and from a public safety standpoint, all agencies must be interoperable and subscribe to LA-RICS, then recover costs, accordingly.

Operations Lead Weber said that from an outreach perspective, Board Member Wiese’s points have been on the agenda to discuss with the committees, and LA-RICS has reached out to them; specifically, LA-RICS has reached out to their communications team. However, Operations Lead Weber also said that these were in the early planning stages. Operations Lead Weber shared that he attended Olympic Committee planning meetings; LASD has been working on planning as well and was told that he would also be on that committee. Operations Lead Weber further shared that planning and security for the Olympics would go through the United States Secret Service as this event is a National Special Security Event.



Board Member Wiese said that eventually, the County Sheriff and Fire Chief, and City of Los Angeles Head, would all meet in one room, and LA-RICS needs to be a part of that meeting. Executive Director Edson said that Board Member Luke and the County CEO are assisting in this. Board Member Luke said there have been only a few steering committee meetings, with one scheduled later this month. Board Member Luke shared there will be consequence management meetings scheduled to be held, which includes communications.

Board Member Nigg asked Board Member Luke how LA-RICS could be a part of these steering committees. Board Member Luke said that currently LASD is part of the steering committee, and unsure of the process of how agencies are assigned, who is selected, and who is asked to become asked to join these committees.

Board Member Wiese expressed his desire to have Executive Director Edson be a part of the meetings. Board Member Wiese asked Board Member Luke if the Board needs to write a letter to the steering committee emphasizing the importance of LA-RICS' participation in these meetings.

Board Member Luke believes it is too soon for the Board to write a letter, and LA-RICS could work through the departmental level for fire and sheriff agencies. Board Member Luke pointed out that a major party in these discussions was the City of Los Angeles as these are City events, and all coordination must go through them; this is where the sensitivity lies. Board Member Wiese asked Operations Lead Weber if the LAPD's system would be operating by the time these events occur. Operations Lead Weber hopes they will be, since there are signs of progress, however, it is not happening as quickly as they should. Operations Lead Weber also said LA-RICS would like LAPD to implement some intermediary aspects to their system for faster communications, and it is his understanding that LAPD was working on this.

Board Member Weise asked if MSI could assist in involving LA-RICS in these discussions. Executive Director Edson shared that MSI was in the LA-RICS Interoperability Working Group meetings, and they are evaluating what everyone has. Executive Director Edson further shared that LA-RICS would like to be interoperable with LAPD's old communication system and will then move it to their new system once it is available for use next year.

Board Member Wiese believes the United States Secret Service along with all agencies are serviced by MSI, and it would make sense that MSI convinces these agencies to use the LA-RICS system, as MSI spent years building the infrastructure in the County, and the system has been able to support major events.



Executive Director Edson confirmed that LA-RICS continues to work with high level management for MSI regarding this, and they have been a good partner. Board Member Wiese mentioned that MSI could use LA-RICS capabilities for their marketing purposes. Board Member Wiese and Operations Lead Weber agreed the system was created for public safety, and there was no question that interoperability was a necessity. Operations Lead Weber mentioned the genesis of LA-RICS was the failure of communications during the events on September 11, 2001, attacks, and lives could be saved with better communications.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (H – J)

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

Executive Director Edson presented Agenda item H in which the Board was requested approval to execute Amendment No. 127 with MSI to include three (3) Change Orders in the amount of thirty-three thousand three hundred nine dollars (\$33,309), which if approved by the Board, would be funded by UASI Grants or by State Budget Act funds of 2022.

Executive Director Edson stated the need for Change Orders for certain work and / or services not covered by the maintenance plan to ensure the sites remain operable. Executive Director Edson further stated that one (1) Change Order was necessary to relocate a tower dish and complete path realignment at sites Castro Peak (CPK) and Saddle Peak (MCI). Additionally, Executive Director Edson shared that due to antenna damage, a Change Order was needed to provide a replacement antenna at the CPK site. Lastly, Executive Director Edson further shared that a Change Order was required to perform certain fire suppression work at the Green Mountain (GRM) site, which was impacted by the Pacific Palisades fires.

Executive Director Edson pointed out that LA-RICS files insurance claims for damaged equipment due to fires and weather and ensures they are reimbursed appropriately.

Executive Director Edson requested the Board make those certain California Environmental Quality Act (CEQA) findings described in the Board Letter in connection with the recommended actions.



Lastly, Executive Director Edson requested the Board delegate authority to Executive Director Edson to execute Amendment No. 127 and issue one or more Notices to Proceed for this work.

Alternate Board Chair Inman asked Executive Director Edson if LA-RICS can receive reimbursement for such damages through the Federal Emergency Management Agency. Executive Director Edson confirmed that LA-RICS explores all options for reimbursement.

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

Ayes (10): Luke, Inman, Sum, Rifenburg, Alegria, Wiese, Nelson, Hurt, Walczak, and Nigg.

MOTION APPROVED.

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

Executive Director Edson's reiterated that in his report, he previously informed the Board this item would be moved and be presented at the May 2025 Board Meeting.

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

Executive Director Edson presented Agenda Item J, which requested the Board approve an Agree an Agreement between the Authority and CompCom, LLC (i.e. Justin Compito) to provide the Authority with Information Technology (IT) Consultant services as the Information IT Manager for a billed hourly rate of one hundred thirty dollars (\$130), with a total contract amount of two hundred twenty-six thousand, three hundred thirty dollars (\$226,330) per year.

Executive Director Edson also requested the Board Delegate authority to him to increase the contract amount annually by an additional aggregate not-to-exceed amount of thirty-eight thousand eight hundred fifty dollars (\$38,850) at a billed hourly rate of one hundred fifty dollars (\$150) for additional work, tasks, and services, not included in the scope of work. Executive Director Edson stated the only instance where the Authority requires CompCom LLCto perform out of scope



work would an amendment be negotiated and executed, and would be approved as to form by Counsel.

Executive Director Edson stated that without having a higher-level employee from the County on the LA-RICS team, LA-RICS may need to use CompCom LLC for their services.

Executive Director Edson expressed that if approved by the Board, this Agreement would be funded by the State Budget Act funds of 2022, as well as Subscriber Agreement Revenue in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget. Executive Director Edson shared that LA-RICS Adopted Budget includes two hundred ninety-three thousand two hundred and seventy-four dollars (\$293,274) for the Section Manager, Information Technology position, with the recommended action realizing an annual savings of sixty-six thousand nine hundred forty-four dollars (\$66,944). Executive Director Edson further shared the hourly rate, if filled via the County would be one hundred sixty-eight dollars (\$168) per hour. Executive Director Edson mentioned that currently, this position has been filled via the Jacobs contract, with an annual amount of three hundred twenty-five thousand dollars (\$325,000) with the recommended action realizing an annual savings of ninety-eight thousand six hundred seventy dollars (\$98,670).

Executive Director Edson reminded the Board that on May 2, 2024, they delegated authority to him to enter sole source negotiations with CompCom LLC. Executive Director Edson stated that before the Board today for consideration was the result of these successful negotiations.

Executive Director Edson reported that Mr. Compito currently assists the LA-RICS Technical Lead, Mr. Ted Pao, in all aspects of the LMR System oversight from both a technical and engineering perspective. Executive Director Edson further reported that since the Board's approval to enter sole source negotiations for the IT Manager position in May of 2024, Mr. Compito has assumed the management role of MSI's contract performance monitoring and enforcement of service level agreements. Executive Director Edson expressed that Mr. Compito has been instrumental in, among other things, ensuring the LMR System is operating at the public safety grade level ensuring operations and network issues are resolved in a timely manner. Executive Director Edson further expressed that Mr. Compito has not only been a critical member of a small-scale technical team, but has the requisite experience, knowledge and unique skillset necessary to immediately fill the IT Manager position.



Executive Director Edson said that if approved by the Board, the Agreement would have an initial three (3) year term, commencing upon the date of execution of the Agreement, and include two (2) one-year renewal options, which may be exercised at the sole discretion of the Authority.

Lastly, Executive Director Edson requested the Board delegate authority to him to negotiate, finalize, and execute the Agreement as well as approve and execute amendments to the Agreement, provided any such amendments are approved as to form by Counsel.

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

Board Member Wiese asked Technical Lead Pao if Mr. Compito is providing all of the services he needs. Technical Lead Pao said he is doing very well. Board Member Nelson asked if the one hundred thirty dollars (\$130) per hour is a set hourly rate for the full five (5) years (if LA-RICS decides to use the two (2) year options), and there will not be Cost of Living Adjustments. Executive Director Edson confirmed this.

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

Ayes (10): Luke, Inman, Sum, Rifenburg, Alegria, Wiese, Nelson, Hurt, Walczak, and Nigg.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

There were no Miscellaneous Items.

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

There were no items for future discussion and/or action.

XI. CLOSED SESSION REPORT – NONE

There was no closed session.



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

Alternate Board Chair Inman adjourned the Regular Board Meetings at 10:18 a.m. and stated the next Regular Board Meeting will be held on Thursday, May 1, 2025, at 9:00 a.m. at the LA-RICS Headquarters.

Alternate Board Chair Inman called for a motion to adjourn the Regular Board Meeting. Alternate Board Member Hurt made a motion.

LMR Maintenance Status

RF Preventive Maintenance	Total	Completed	% Completed
DTVRS (UHF & 700 MHz)	94	53	56%
ACVRS	103	45	44%
LARTCS	76	37	49%
None RF System			
Generator	42	41	98%
FPS	48	38	79%
HVAC	52	29	56%
DC Power	59	1	2%

LA-RICS Interoperability Capability

April 3, 2025



“Purpose: To engage in regional and cooperative planning and coordination of government services to establish a wide-area interoperability public safety communications network.”

Regional ISSI Talkgroup Configuration

Configuration

- 16 Dedicated Regional Talkgroups
 - 8 Clear
 - 8 Encrypted
 - Permanently Mapped Together
 - LA-RICS is the Host
 - ICI
 - LAPD
 - LAWA
 - Port of LA
 - Long Beach
- Expand to 32 Regional Talkgroups

LA-RICS		ICI
REGIONAL-01	↔	REGIONAL-01
REGIONAL-02	↔	REGIONAL-02
REGIONAL-03	↔	REGIONAL-03
REGIONAL-04	↔	REGIONAL-04
REGIONAL-05	↔	REGIONAL-05
REGIONAL-06	↔	REGIONAL-06
REGIONAL-07	↔	REGIONAL-07
REGIONAL-08	↔	REGIONAL-08
REGIONAL-09	↔	REGIONAL-09
REGIONAL-10	↔	REGIONAL-10
REGIONAL-11	↔	REGIONAL-11
REGIONAL-12	↔	REGIONAL-12
REGIONAL-13	↔	REGIONAL-13
REGIONAL-14	↔	REGIONAL-14
REGIONAL-15	↔	REGIONAL-15
REGIONAL-16	↔	REGIONAL-16

ISSI Talkgroup Benefits and Shortcomings

- Minimize Reprogramming of radios
- Console Patches
 - Reboot the console to add the new resources
 - Inglewood Tac-3 to Regional 9 on LA-RICS
 - Torrance Tac-6 to Regional 9 on ICI
 - Now a Torrance officer is talking to an Inglewood officer as though they were on the same system.
 - Tests performed for operation at SoFi Stadium
 - Requires overlapping coverage between the systems
 - Uneven coverage amongst the systems



LARTCS

Los Angeles Regional Tactical
Communications Subsystem



AGENDA ITEM A - ENCLOSURE 2

LA Regional Tactical Communications System (LARTCS)

- Interoperability with analog, conventional channels
- Countywide Coverage
- Control Points at Sheriff's Communications Center (SCC) and Fire Command and Control Facility (FCCF)
- 800 MHz
 - 8CALL90
 - 8TAC91
 - 8TAC92
 - 8TAC93
 - 8TAC94
- VHF
 - LAC V1
 - LAC V2
 - LAC V3
 - LAC V4
 - LAC V5
- UHF
 - UCALL40
 - UTAC41
 - UTAC42
 - UTAC43
 - LA-RICS 1U
- LOW BAND
 - LLAW1
 - LB-FIRE1

The LARTCS CALL (hailing) and TAC (tactical) channels are national interoperable frequencies, regulated by state interoperable authority, CalOES. To coordinate the use of the frequencies, contact the Cal OES Warning Center at (916) 845-8911

- 800 MHz
 - 8CALL90
 - 8TAC91
 - 8TAC92
 - 8TAC93
 - 8TAC94
- UHF
 - UCALL40
 - UTAC41
 - UTAC42
 - UTAC43

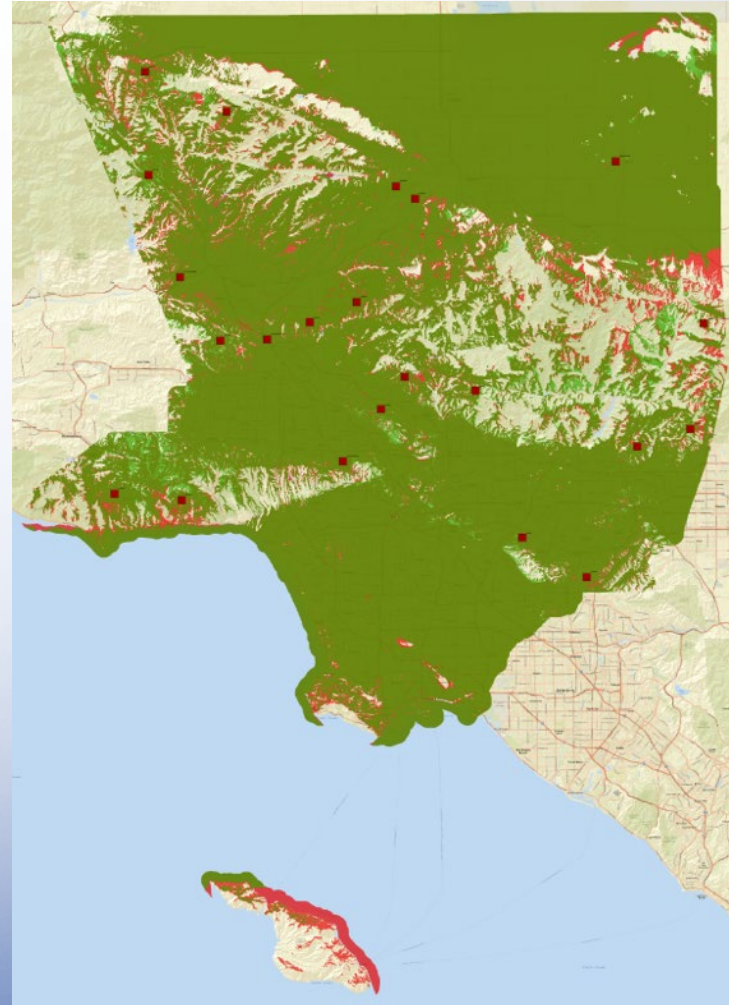
The above frequencies are restricted to site(s) that covers area of operation as these are shared frequencies and may have co-channel users.

The LARTCS UHF LA-RICS 1U is the lone exception for shared interoperable channel. This frequency is under County of Los Angeles and may be utilize without coordination with CalOES or adjacent agencies. It can also be configured for countywide operation.

- UHF
 - UCALL40
 - UTAC41
 - UTAC42
 - UTAC43
 - LA-RICS 1U

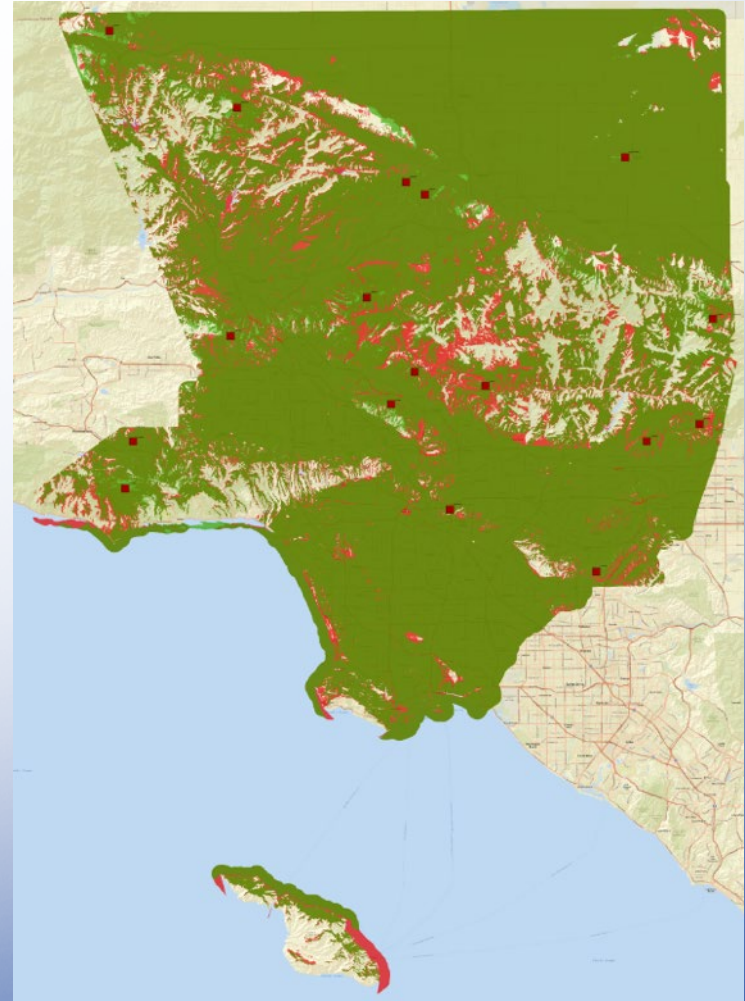
LARTCS 800 PORTABLE ON- STREET COVERAGE

Preliminary



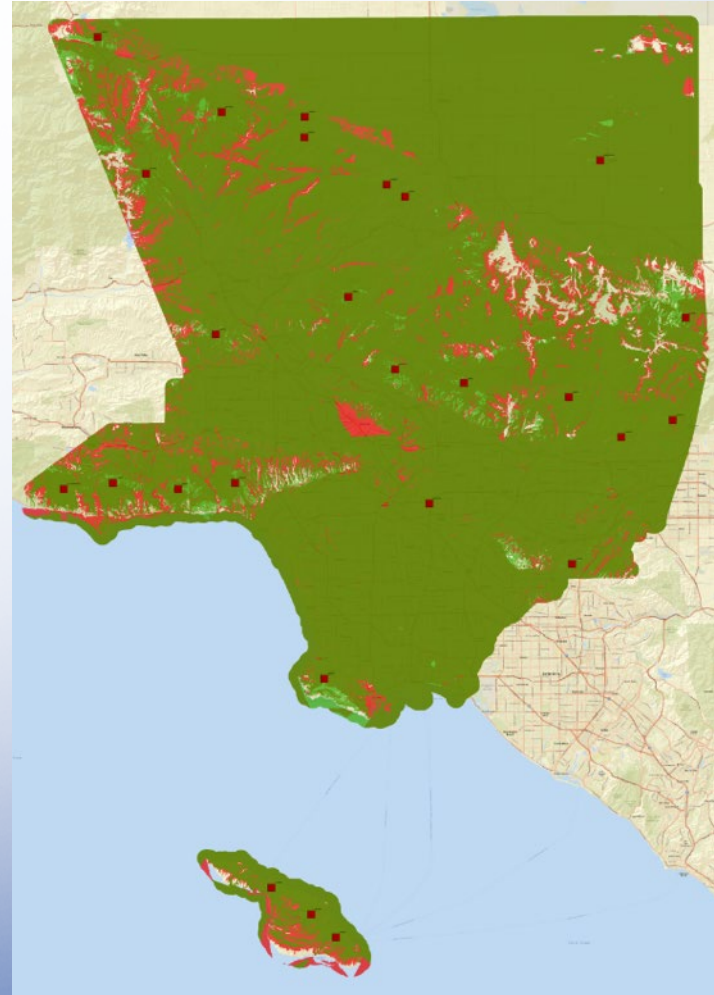
LARTCS UHF PORTABLE ON- STREET COVERAGE

Preliminary

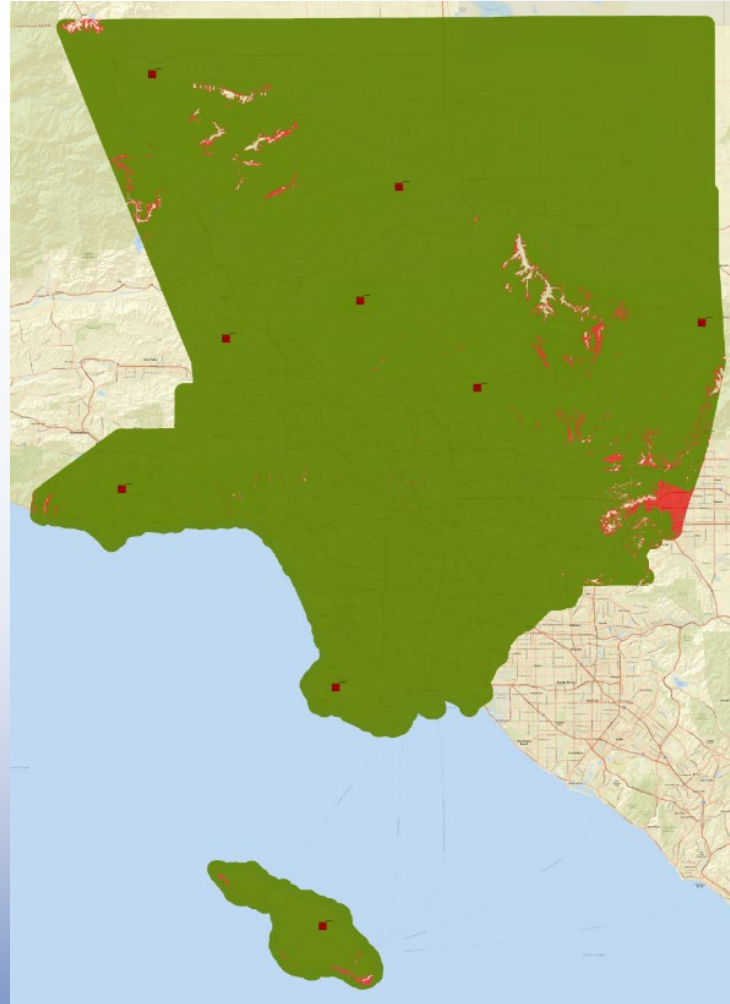


LARTCS VHF PORTABLE ON- STREET COVERAGE

Preliminary



LARTCS LOW BAND MOBILE COVERAGE



Analog Conventional Voice Radio System (ACVRS)

- Interoperability with analog, conventional channels
- Countywide or regional Coverage
- Control Points at Sheriff's Communications Center (SCC) and Fire Command and Control Facility (FCCF)
- UHF Band
 - 6 channels managed by SCC
 - 7 channels managed by FCCF



ACVRS

Analog Conventional
Voice Radio Subsystem

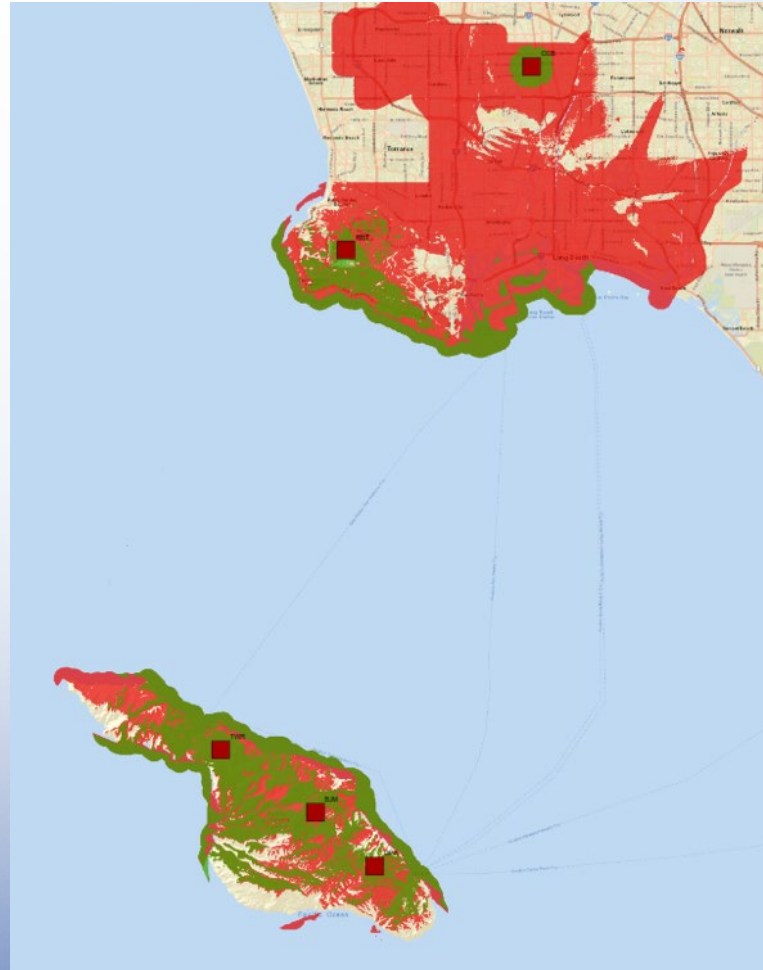


AGENDA ITEM A - ENCLOSURE 2

ACVRS HIGH LEVEL SUMMARY

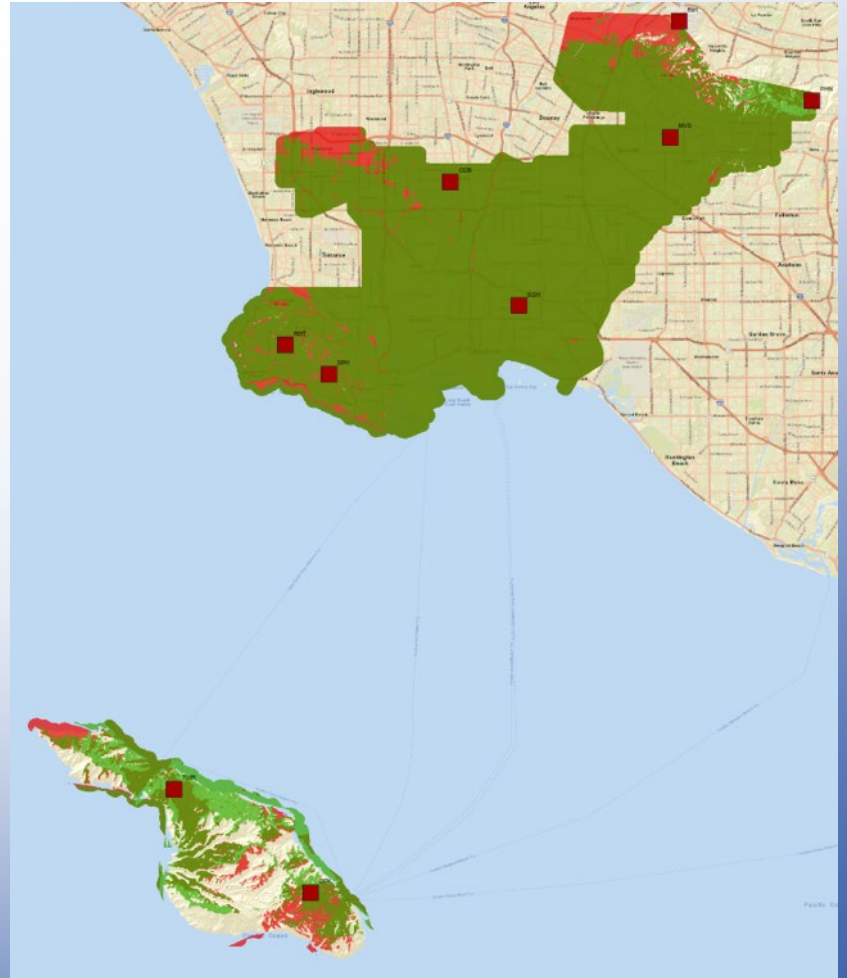
ACVRS Cell Name	Prime	RX Only	Simulcast Remote
Countywide	1	4	25
TRO 5	1	1	9
TRO 5 CAT	1		5
TRO 6	1	1	12
TRO 6 Reg	1	1	9
TRO 8	1		12
TRO 8 Reg	1		11
TRO 9	1		14
Grand Total	8	7	97

TRO 5 CAT PORTABLE ON- STREET COVERAGE



TRO 5 PORTABLE ON- STREET COVERAGE

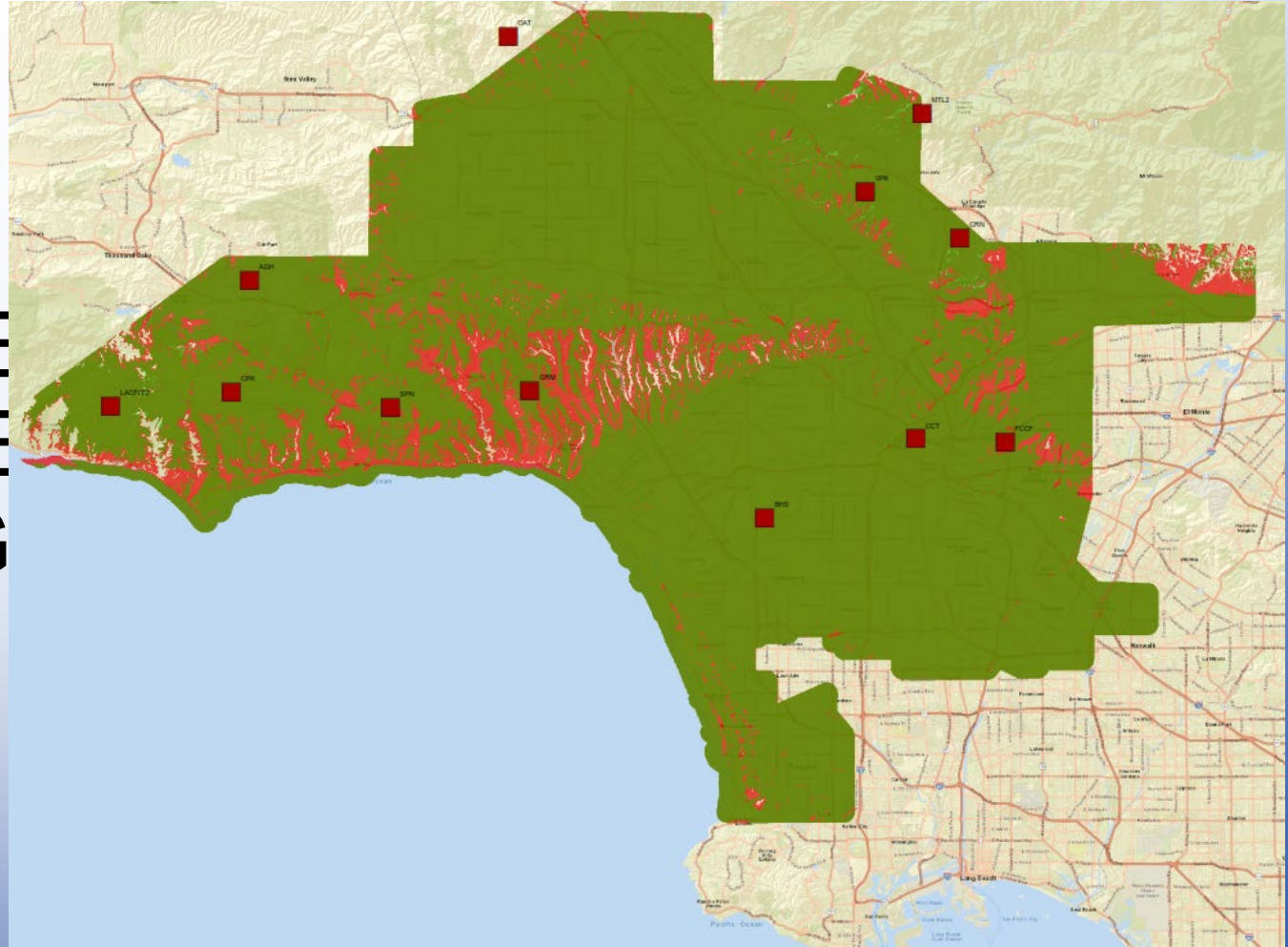
Preliminary



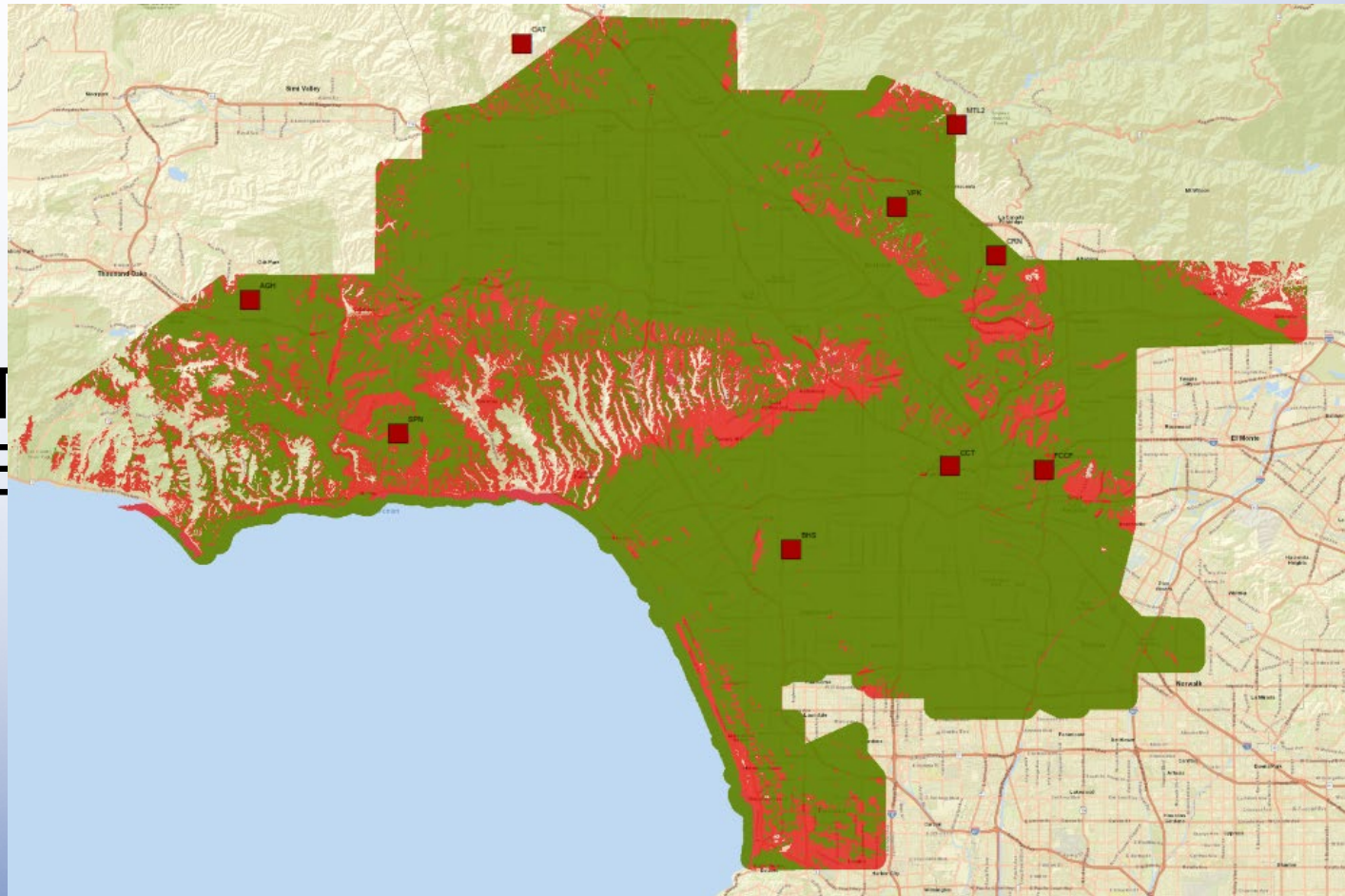
AGENDA ITEM A - ENCLOSURE 2

TRO 6 PORTABLE ON-STREET COVERAG

Preliminary

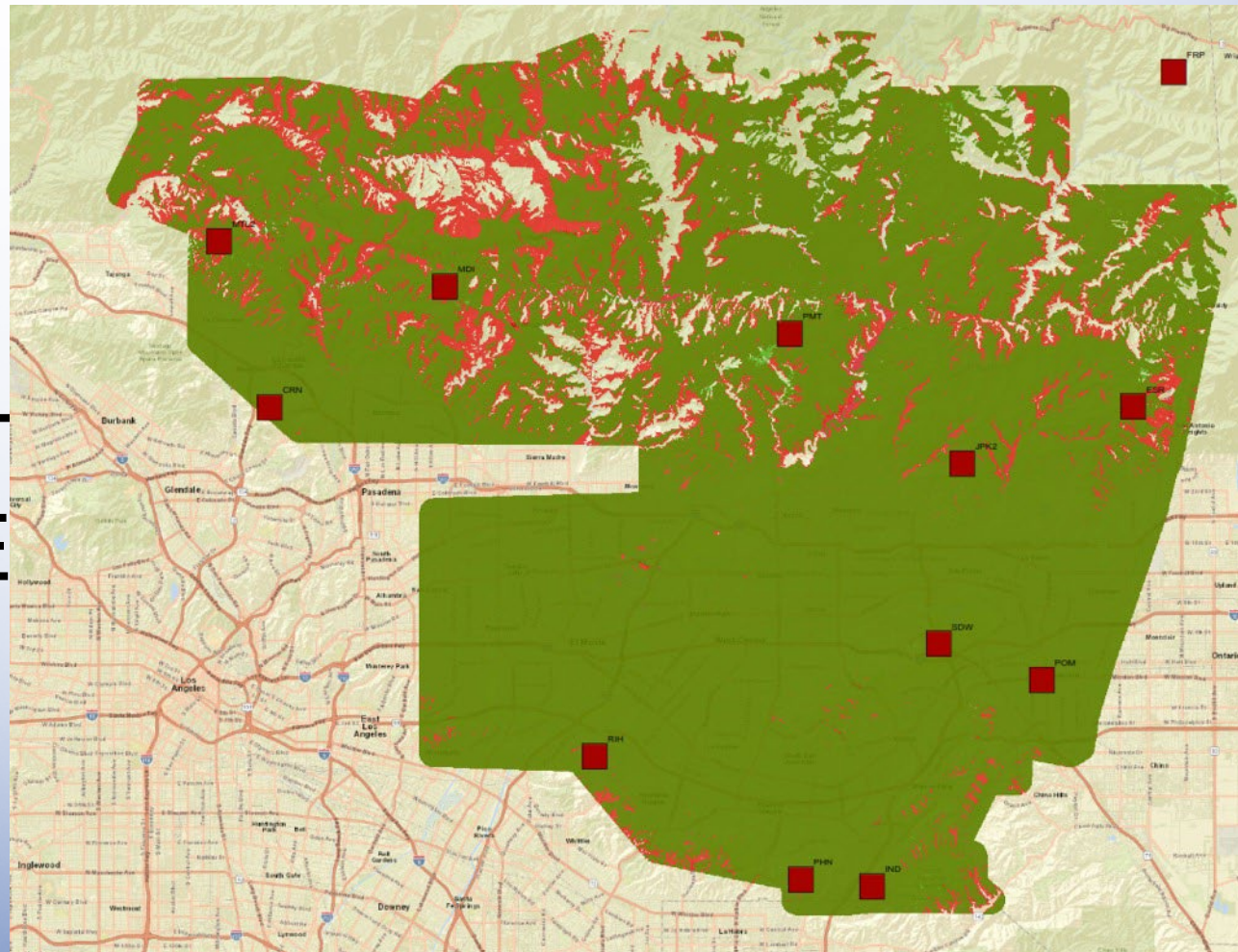


TRO 6 REG PORTABLE ON-STREET COVERAGE



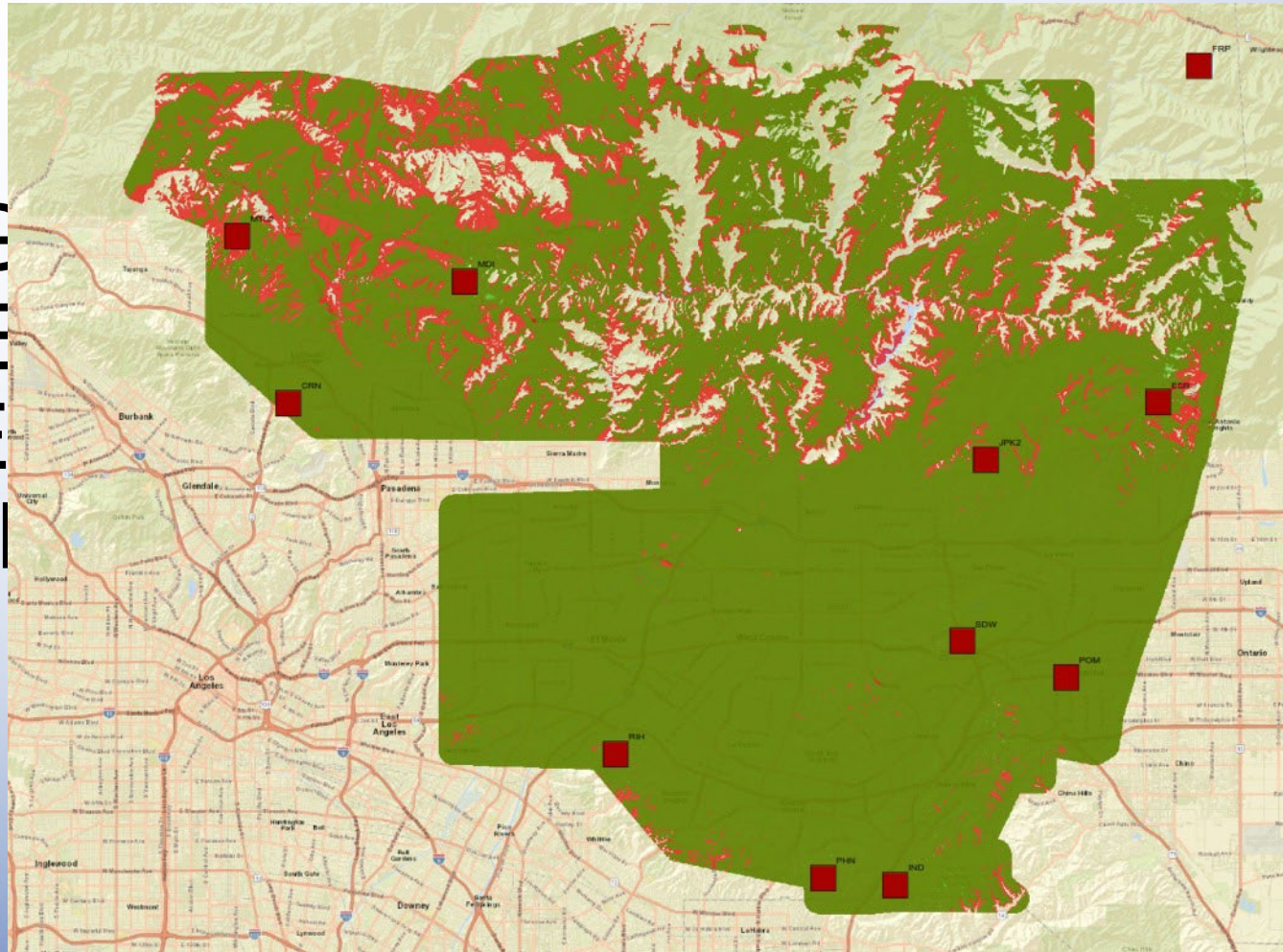
TRO 8 PORTABLE ON-STREET COVERAGE

Preliminary

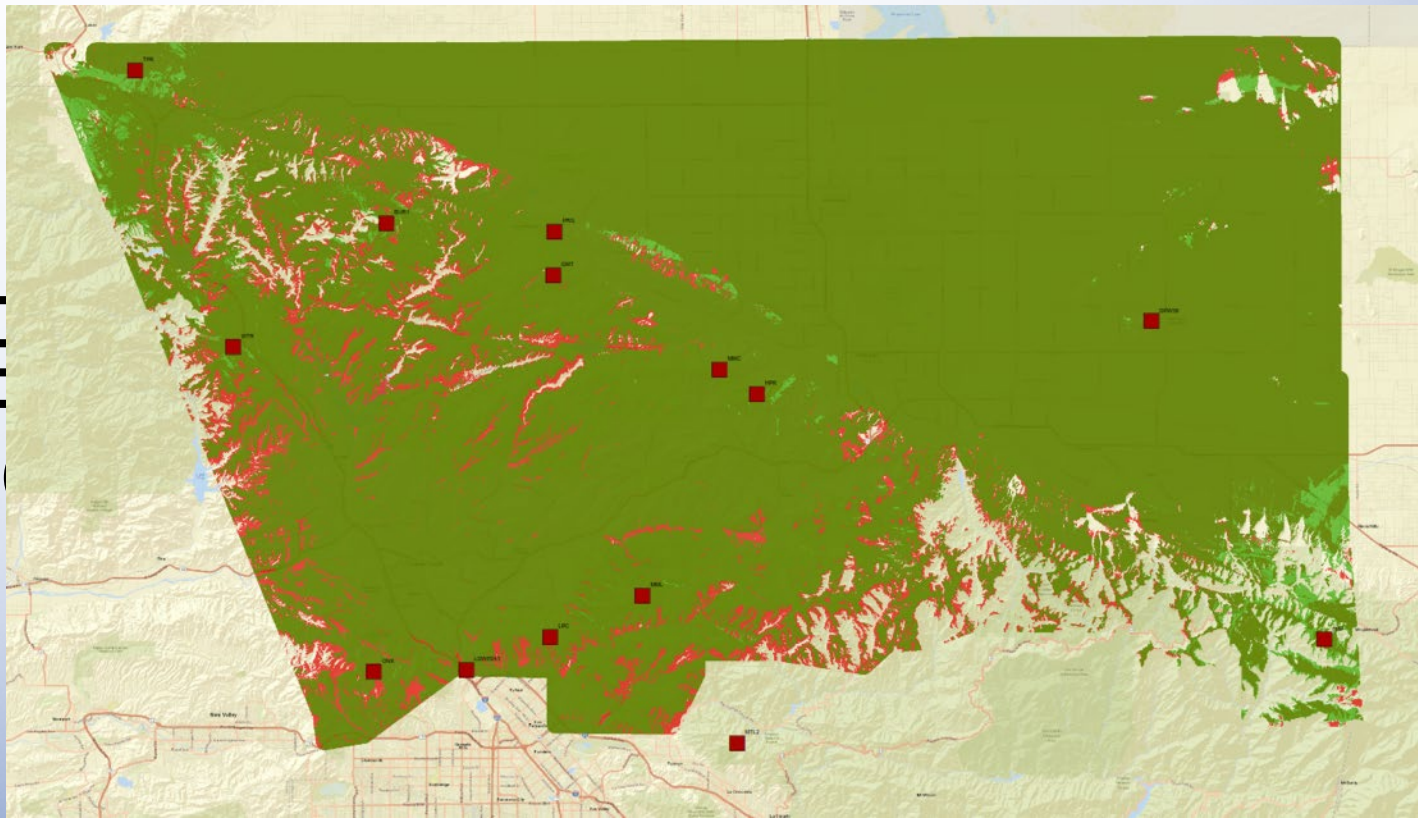


TRO 8 REG PORTABLE ON-STREET COVERAG

Preliminary



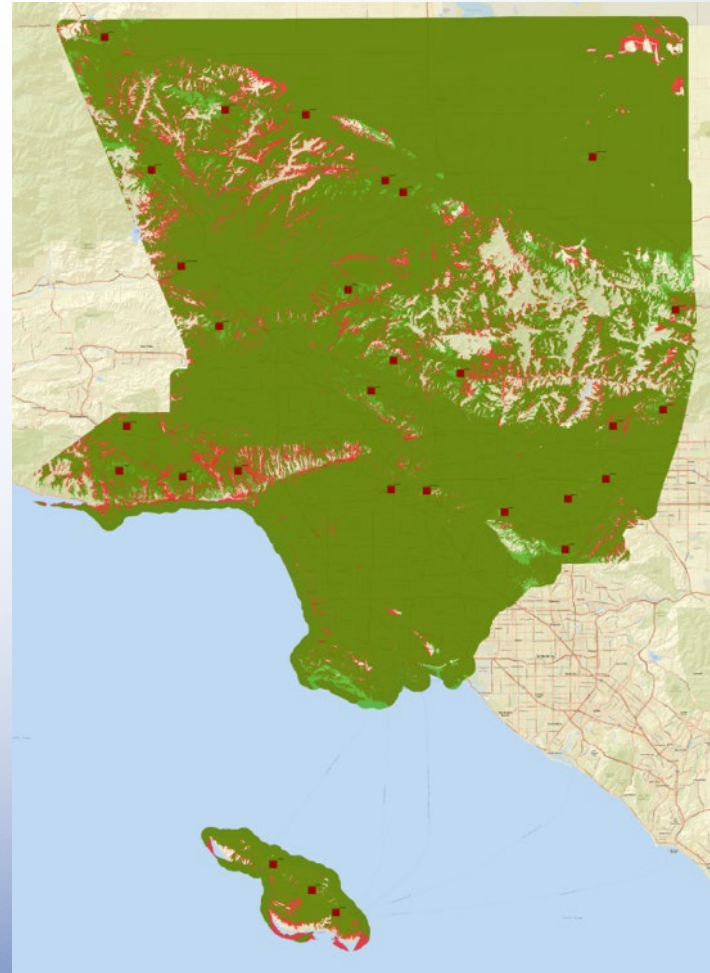
TRO 9 PORTABLE ON-STREET COVER



Preliminary

ACVRS COUNTYWIDE PORTABLE ON- STREET COVERAGE

Preliminary





**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 1, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

LMR NETWORK OPERATION STATUS AND ISSUES

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

TP:mbc

AGENDA ITEM E



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

May 1, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
Outreach Meeting with Alhambra Police Department	04/01/25
LA-RICS Board of Directors Meeting	04/03/25
ICI Technical Committee Meeting	04/10/25
Outreach Meeting with Malibu (Radios)	04/14/25
U.S. Department of Homeland Security, FEMA Recovery Scoping Meeting	04/14/25
World Cup Emergency Communications Meeting	04/15/25
LA-RICS Updates Meeting with CEO Staff	04/16/25
CISA World Cup Webinar	04/16/25
Outreach Meeting with Cal State Dominguez Hills	04/17/25
Outreach Meeting with Baldwin Park Unified School District	04/18/25

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

AGENDA ITEM F

During the month of April, Authority staff continued with our Subscriber and Affiliate outreach efforts while also assisting with several other projects. Authority staff has been assisting with our site security upgrade project as well as escorts to several sites for inspections and maintenance. The County of Los Angeles Sheriff's Department's (LASD) Contract Cities subscriber efforts are continuing. Currently we are working with the City of Malibu to identify additional uses for the DTVRS system, and we should have more to report in the coming months.

We are still working with members of the Interagency Communications Interoperability system (ICI) regarding our affiliate radio ID efforts and the programming of the regional Inter Subsystem Interface (ISSI) interoperability Talkgroups. Several of the ICI agencies are in the process of updating their radios and equipment to be interoperable. Retired Lieutenant Paul Villalobos has been very helpful to the region regarding this effort. The progress has been slow but steady. On April 10, 2025, the Authority staff attended the ICI Technical Committee meeting. Interoperability was discussed and seems to be moving in an encouraging direction.

Regarding overall regional interoperability we have a very positive step forward to report. In April LA-RICS signed an affiliate agreement with the California Highway Patrol to provide connections with their units. We are continuing the conversation and we should have more to report very soon.

Authority staff is monitoring the progress of the World Cup Emergency Communications planning group. On April 15, 2025, Authority staff attended the working group call, with planning progressing well. On April 16, 2025, Authority staff attended a CISA World Cup Webinar. This meeting gave a broader picture and was very informative. The April UASI Interoperability Working Group meeting was cancelled but we hope to be back on track next month. The Authority staff has continued to coordinate with County of Los Angeles (County) Police Department (LAPD) executives and managers but due to conflicts we were not able to meet with them in April. During the month of April, Authority staff continued coordination with Cal OES regarding interoperability and the use of the LARTCS system. We hope to have more to report in May regarding these efforts.

In addition to our outreach and interoperability efforts during the month of April the Authority staff continued our planning for internal computer upgrades for the LA-RICS offices.

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

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

RJW:mbc



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 1, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

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

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for the quarter ending March 31, 2025.

GS;mbc

Enclosure

AGENDA ITEM G



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

ACCOUNTING DIVISION
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 603
LOS ANGELES, CALIFORNIA 90012-3682

OSCAR VALDEZ
AUDITOR-CONTROLLER

CONNIE YEE
CHIEF DEPUTY AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

**MAJIDA ADNAN
RACHELLE ANEMA
ROBERT G. CAMPBELL**

April 16, 2025

Scott Edson, Executive Director
Los Angeles Regional Interoperable Communications System Authority
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Dear Mr. Edson:

Attached is the Statement of Receipts and Disbursements for the AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN) for the quarter ended March 31, 2025.

If you have any questions, please contact Jung Son at (213) 974-8327 or via e-mail at jeson@auditor.lacounty.gov.

Very truly yours,

Oscar Valdez
Auditor-Controller

Elaine Wu
Digitally signed by Elaine Wu
Date: 2025.04.16 17:29:06 -07'00'

Elaine Wu
Division Chief

OV:CY:RA:EW:JS:ES:kl

H:\Special Funds\Special Funds Unit\AUDITS\JPA\LA-RICS\LARICS 24-25 Audit\Qtrly Reports\QTR 3\FY2025 V5A Quarterly Report 03-31-25.docx

Attachment

Help Conserve Paper – Print Double-Sided
“To Enrich Lives Through Effective and Caring Service”

AGENDA ITEM G - ENCLOSURE

Los Angeles Regional Interoperable Communications System Authority (LA-RICS)
Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN)
January 1, 2025 through March 31, 2025

			<u>Fund V5A</u>
Cash Balance, as of January 1, 2025			\$ 354,480.15
<u>Description</u>	<u>Record Date</u>	<u>Amount</u>	
Receipts:			
INTEREST ALLOCATION FOR THE MONTH ENDING December 31, 2024	01/01/25	\$ 1,017.05	
INTEREST ALLOCATION FOR THE MONTH ENDING January 31, 2025	02/01/25	1,173.67	
INTEREST ALLOCATION FOR THE MONTH ENDING February 28, 2025	03/01/25	961.32	
Subtotal - Interest Income			3,152.04
Total Receipts			3,152.04
Total Beginning Cash Balance and Receipts			357,632.19
Disbursements:			
FY24/25-CC06 COUNTY LA-RICS-COUNTY COUNSEL	02/06/25	19,962.94	
FY24/25-CC07 COUNTY LA-RICS-COUNTY COUNSEL	02/06/25	1,652.89	
Subtotal - Unit 55903 - Construction Cost and Miscellaneous			21,615.83
Total Disbursements			21,615.83
Ending Cash Balance, March 31, 2025			\$ 336,016.36

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division
KL 04/04/2025



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Monterey Park, California 91754
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<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

May 1, 2025

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

Dear Directors:

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

SUBJECT

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

RECOMMENDED ACTIONS

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

AGENDA ITEM H

BACKGROUND

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

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

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

CONTRACTING PROCESS

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

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

cc: Counsel to the Authority



CONTRACT NO. LA-RICS 025

BY AND BETWEEN

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

AND

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

FOR

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

AGENDA ITEM H - ENCLOSURE

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CONTRACT EXHIBITS

EXHIBIT A SCOPE OF WORK

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

EXHIBIT B SCHEDULE OF PRICES

EXHIBIT C AUTHORITY'S ADMINISTRATION

EXHIBIT D CONTRACTOR'S ADMINISTRATION

EXHIBIT E SAFELY SURRENDERED BABY LAW

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

AND

GENCORE CANDEO, LTD dba THE GENESIS GROUP

FOR

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

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

RECITALS

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

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

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

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

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

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

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

1. APPLICABLE DOCUMENTS

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

Exhibit A Scope of Work

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

Exhibit B Schedule of Prices

Exhibit C Authority's Administration

Exhibit D Contractor's Administration

Exhibit E Safely Surrendered Baby Law

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

2. DEFINITIONS

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

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

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

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

3. WORK

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

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

4. TERM OF CONTRACT

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

5. CONTRACT SUM

5.1 Total Contract Sum

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

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

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

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

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

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

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

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

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

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

6. ADMINISTRATION OF CONTRACT – AUTHORITY

6.1 Authority Administration

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

6.2 Authority's Project Director

Responsibilities of the Authority's Project Director include:

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

6.3 Authority's Project Manager

The responsibilities of the Authority's Project Manager include:

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

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

6.4 Authority's Contract Analyst

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

7. ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Background and Security Investigations

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

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

7.5 Confidentiality

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

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

8. AMENDMENTS

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

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

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

10. AUTHORIZATION WARRANTY

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

11. BUDGET REDUCTIONS

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

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

12. COMPLIANCE WITH APPLICABLE LAWS

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

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

14.1 Jury Service Program:

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

14.2 Written Employee Jury Service Policy.

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

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR RESPONSIBILITY AND DEBARMENT

16.1 Responsible Contractor

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

16.2 Chapter 2.202 of the County Code

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

16.3 Non-responsible Contractor

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

16.4 Contractor Hearing Board

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

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

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

16.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of Authority Contractors.

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

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

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

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

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

19. AUTHORITY'S QUALITY ASSURANCE PLAN

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

20. DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS

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

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

21. EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 21.2 The Contractor must indemnify, defend, and hold harmless, the Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from employer sanctions and any other liability which may be assessed against the Contractor or the Authority or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

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

23. FAIR LABOR STANDARDS

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

24. FORCE MAJEURE

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

25. GOVERNING LAW, JURISDICTION, AND VENUE

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

26. INDEPENDENT CONTRACTOR STATUS

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

27. INDEMNIFICATION

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

28. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

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

28.1 Evidence of Coverage and Notice to Authority

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

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

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

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

28.2 Additional Insured Status and Scope of Coverage

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

28.3 Cancellation of or Change in Insurance

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

28.4 Failure to Maintain Insurance

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

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

28.5 Insurer Financial Ratings

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

28.6 Contractor's Insurance Must Be Primary

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

28.7 Waivers of Subrogation

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

28.8 Subcontractor Insurance Coverage Requirements

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

28.9 Deductibles and Self-Insured Retentions (SIRs)

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

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

28.10 Claims Made Coverage

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

28.11 Application of Excess Liability Coverage

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

28.12 Separation of Insureds

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

28.13 Alternative Risk Financing Programs

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

28.14 Authority Review and Approval of Insurance Requirements

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

29. INSURANCE COVERAGE

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

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

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

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

29.3 Workers Compensation and Employers' Liability

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

29.4 Professional Liability/Errors and Omissions

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

29.5 Technology Errors & Omissions Insurance

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

verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$3 million.

30. LIQUIDATED DAMAGES

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

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

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

31. MOST FAVORED PUBLIC ENTITY

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

32. NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

- 32.2 Contractor certifies to the Authority each of the following:

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

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

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

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

33. NON EXCLUSIVITY

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

34. NOTICE OF DELAYS

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

35. NOTICE OF DISPUTES

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

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

37. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

38. NOTICES

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

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

39. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

40. PUBLIC RECORDS ACT

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

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

41. PUBLICITY

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

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

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

42. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

43. RECYCLED BOND PAPER

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

44. SUBCONTRACTING

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

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

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

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

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

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

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

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

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

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

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

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

46. TERMINATION FOR CONVENIENCE

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

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

47. TERMINATION FOR DEFAULT

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

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

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

48. TERMINATION FOR IMPROPER CONSIDERATION

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

49. TERMINATION FOR INSOLVENCY

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

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

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

50. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

51. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

52. VALIDITY

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

53. WAIVER

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

54. WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

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

57. TIME OFF FOR VOTING

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

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

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

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

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

59. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

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

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

60. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

61. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

62. INJURY AND ILLNESS PREVENTION PROGRAM

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

63. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

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

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

64. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

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

65. SURVIVAL

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

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

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

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

GENCORE CANDEO, LTD
dba THE GENESIS GROUP

By _____
Scott Edson, Executive Director

By _____
Paul Miller, COO

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

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

SCOPE OF WORK

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

A. AUTHORITY'S PROJECT MANAGER

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

B. SCOPE OF WORK

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

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

C. GENWATCH UNIFIED EVENT MANAGER (UEM) ENHANCEMENT SERVICES

1. Description of Service

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

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

2. Pre-Installation Responsibilities

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

3. Software Services

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

4. Training

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

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

1. Description of Service

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

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

2. Pre-Installation Responsibilities

- a. Contractor must confirm all the contained information in Attachment 2 (GenWatch3-ATIA Pre-Installation Information (IMW Add-On to Existing GenWatch3-ATIA, v1 Jan 22) to this Exhibit A (Scope of Work) is completed by the Authority and/or MSI and Contractor verifies all information is accurate and comprehensive.
- b. If requested by the Authority, Contractor must participate in a technical kickoff meeting with Authority, MSI, and any additional stakeholders to review the implementation processes and expectations, discuss the placement of machines, discuss design considerations, and address any questions.

3. Software Services

- a. Contractor will provide GenWatch Location Services (IMW Enhancement) for Primary and DSR Core.

4. Training

- a. Contractor will provide installation and training services, remotely and on-site. Services include, but are not limited to, preparation calls, remote installation and configuration and up to three (3) days of on-site Work to perform system optimization and training with one (1) Genesis representative. These installation and training services require remote access.

E. TESTING

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

F. AUTHORITY RESPONSIBILITIES

- GenWatch3-Data must be ordered.

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

G. WARRANTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ATTACHMENT 1

The Genesis Group

5800 Eagles Nest Blvd.

Tyler, TX 75703

(903)787-7400

Support@genesishworld.com

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

1. Northbound Interface (NBI) needs to be licensed/enabled on the UEM(s). **Check Off** _____
2. Zone ID(s) being monitored: _____
3. Provide a list of RF Site and Subsite Numbers with GPS Coordinates and their Names and number of channels each, and whether each channel is TDMA, FDMA, or both. **Attach/Check Off** _____
4. Provide a list of Console Site Numbers with GPS Coordinates and their names. **Attach/Check Off** _____
5. Provide a list of GPS coordinates and friendly location names for all network devices monitored not collocated at a site. **Attach/Check Off** _____
6. Provide the UEM SNMP AuthPriv user name and password. _____
7. Genesis Reader(s) Primary IP Address(es). (there will be one reader for each zone or DSR). This will normally be the IP address that is used in TNCT for the ATIA Server and NBI MoM Function.

IP Address(es): _____
Netmask: _____
Gateway(s): _____
8. Genesis Data Proc/Server IP Address/Netmask/Gateway: _____
9. Genesis Client1 Machine IP Address/Netmask/Gateway: _____
10. Additional Genesis Provided Client Machines IP
Address(es): _____
Netmask: _____
Gateway: _____
11. UEM Northbound interface, firewall(s), and Border router(s) need to be configured to send SNMP on UDP port 162 to the readers and to allow reader(s) to send UDP 8001 to the UEM. **Check Off** _____
12. Remote access to the DataProc Server setup to allow Genesis to begin configuration and for troubleshooting. **Check Off** _____



ATTACHMENT 1

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Support@genesishworld.com

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

Check Off _____

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

Off _____

MOTOROLA TECHNICAL CONTACT FOR COORDINATING THE INSTALLATION AND NETWORK CONFIGURATION:

NAME: _____

CELL: _____ E-MAIL: _____

NOTES:

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

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

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

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



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

THE FOLLOWING IMW CONFIGURATION NEEDS TO BE MADE:

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

THE FOLLOWING INFORMATION NEEDS TO BE PROVIDED TO GENESIS:

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



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

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

4. Identity Manager (idm) IP address _____

5. Agency Domain (SIP Domain) _____

6. Fully qualified domain name for the UNS _____

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

8. Security Group of all the subscribers for the agency _____

MOTOROLA TECHNICAL CONTACT FOR COORDINATING THE INSTALLATION AND NETWORK CONFIGURATION:

NAME: _____

CELL: _____

E-mail: _____

NOTES:

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

SCHEDULE OF PRICES

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

PRICE SCHEDULE TABLES

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

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

SCHEDULE OF PRICES SUMMARY TABLE

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

AUTHORITY'S ADMINISTRATION

AUTHORITY'S EXECUTIVE DIRECTOR:

Name: Scott Edson

Title: Executive Director

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

Telephone: (323) 881-8281

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

AUTHORITY'S PROJECT DIRECTOR:

Name: Ted Pao

Title: Chief Technology Officer (Authority Project Director)

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

Telephone: (323) 881-8028

E-mail Address: tpao@lasd.org

AUTHORITY'S PROJECT MANAGER:

Name: Justin Compito

Title: IT Manager (Authority Project Manager)

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

Telephone: (703) 674-7894

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

AUTHORITY'S CONTRACT ANALYST:

Name: Melissa Saradpon

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

Telephone: (323) 881-8289

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: GenCore Candeo, Ltd dba The Genesis Group

CONTRACTOR'S PROJECT MANAGER:

Name: Tanner Spurlock
Title: LMR Technical Support Team Manager
Address: 5800 Eagles Nest Blvd.
Tyler, TX 75703
Telephone: 903-787-7400 x 7440
E-mail Address: Tanner.Spurlock@genesisworld.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Jim Nipp
Title: President
Address: 5800 Eagles Nest Blvd.
Tyler, TX 75703
Telephone: 903-787-7400 x 7411
E-mail Address: Jim.Nipp@genesisworld.com

Name: Paul Miller
Title: COO
Address: 5800 Eagles Nest Blvd.
Tyler, TX 75703
Telephone: 903-787-7400 x7412
E-mail Address: Paul.Miller@genesisworld.com

NOTICES TO CONTRACTOR:

Name: Paul Miller
Title: COO
Address: 5800 Eagles Nest Blvd.
Tyler, TX 75703
Telephone: 903-787-7400 x7412
E-mail Address: Paul.Miller@genesisworld.com

SAFELY SURRENDERED BABY LAW

**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1** Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2** You must leave your newborn with a fire station or hospital employee.
- 3** You don't have to provide your name.
- 4** You will only be asked to voluntarily provide a medical history.
- 5** You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 1, 2025

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

Dear Directors:

APPROVE AMENDMENT NO. 128 TO AGREEMENT NO. LA-RICS 007

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 128 to Agreement No. LA-RICS 007 (Agreement) to incorporate a Change Order, as further described in this Board Letter, resulting in an increase to the Maximum Contract Sum in the amount of \$850.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that approval of Amendment No. 128 for inclusion of a Change Order Motorola Solutions, Inc. (MSI) for denied entry at a planned annual preventative maintenance visit at the Clara Shortridge Foltz Criminal Center (CCT) site is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Approve Amendment No. 128 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI) as follows:
 - a. Incorporate a Change Order to pay MSI for costs associated with denied entry at the CCT site whereby annual preventative maintenance work was scheduled to be performed for a cost increase in the amount of \$850.

- b. Increase the Maximum Contract Sum in the amount of \$850 from \$278,262,677 to \$278,263,527.
- c. Delegate authority to the Executive Director to execute Amendment No. 128, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue Notices to Proceed (NTP) for the Work contemplated in Amendment No. 128, as may be necessary.

BACKGROUND

On November 17, 2024, the Authority entered into the first year of Maintenance Services with MSI. While there are a variety of services contemplated in the maintenance plan, there is certain work and/or services that are not included, but necessary to ensure the sites remain operable. When instances such as these arise, it becomes necessary to consider a Change Order. Such is the case with the Change Order contemplated in Amendment No. 128 for your Board's consideration.

As part of the Maintenance Services MSI provides for the LMR System, MSI is required to perform annual preventative maintenance services to ensure infrastructure equipment is fully operational and meets the original manufacturer specifications. Under the preventative maintenance services, MSI is required to carry out maintenance checks on Heating, Ventilation, and Air Conditioning (HVAC), among a myriad of other things, at the LMR Sites. As such, in order for MSI to perform maintenance checks on HVAC systems, the Authority is responsible for enabling MSI access to the sites. Despite previously coordinating access to the CCT site, MSI's team was denied entry due to internal miscommunication on part of the property owner. The Change Order for your Board's consideration is to reimburse MSI for their time spent at the site.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 128 to incorporate a Change Order to reimburse MSI for denied entry at CCT, resulting in an increase to the Maximum Contract Sum in the amount of \$850.

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

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

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 128 will result in an increase to the Maximum Contract Sum in the amount of \$850 from \$278,262,677 to \$278,263,527. If approved by your Board, the work contemplated in Amendment No. 128 will be funded by the Urban Areas Security Initiative (UASI) grants or by State Budget Act funds of 2022.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

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

This Amendment Number One Hundred Twenty-Eight (together with all exhibits, attachments, and schedules hereto, "Amendment No. 128") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of May _____ 2025, based on the following recitals:

RECITALS

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

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment No. 1 through Amendment No. 127.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) incorporate a Change Order as further described in this Amendment No. 128 for a cost increase in the amount of \$850; (b) increase the Maximum Contract Sum by \$850 from \$278,262,677 to \$278,263,527; and (c) make other certain changes as set forth in this Amendment No. 128.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 128, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 128 refer to sections of the Agreement, as amended by this Amendment No. 128.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-5201 to pay Contractor for costs associated with denied entry at the CCT site that was required to perform annual preventative maintenance work. This COR is included into the Agreement herein by this reference, pursuant to this Section 2 of this Amendment No. 128, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

LMR CHANGE ORDERS					
Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	CCT	Clara Shortridge Foltz Criminal Center	COR 102 (MSI-5201)	CCT Flynn Air Denied Entry	\$850
TOTAL AMOUNT:					\$850

3. Amendments to the Agreement.

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

8.1.1 The "Maximum Contract Sum" under this Agreement is **Two Hundred Seventy-Eight Million, Two Hundred Sixty-Three Thousand, Five Hundred Twenty-Seven Dollars (\$278,263,527)** which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than **One Hundred Sixty-One Million, Seven Hundred Twenty-Three Thousand, Seven Hundred Eighty-Nine Dollars (\$161,723,789)**. Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 128 and incorporated herein by this reference.

- 4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 128 and incorporated herein by this reference.

5. This Amendment No. 128 shall become effective as of the date identified in the recitals, which is the date upon which:

- 5.1 An authorized agent of the Contractor has executed this Amendment No. 128;
 - 5.2 Counsel to the Authority has approved this Amendment No. 128 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 128;
 - 5.4 The Executive Director of the Authority has executed this Amendment No. 128.
- 6. Except as expressly provided in this Amendment No. 128, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
 - 7. Contractor and the person executing this Amendment No. 128 on behalf of Contractor represent and warrant that the person executing this Amendment No. 128 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 128, and that all requirements of Contractor to provide such actual authority have been fulfilled.
 - 8. This Amendment No. 128 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 128 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Scott Lees
West Region Vice President

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

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
LMR SYSTEM PHASES 1 THROUGH 4				
Phase 1 ^(Note 1)	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (PHASES 1 to 4):	\$ -	\$ 162,163,724	\$ 13,505,169	\$ 148,658,553
PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS				
Phase 5 (15 Years) (Year 1 Exercised)	\$ 47,192,815	\$ 3,370,915	\$ -	\$ 47,192,815
LMR System SUA (15 Years)	\$ -	\$ 64,600,385	\$ -	\$ 64,600,385
TOTAL (PHASES 1 to 5):	\$ 47,192,815	\$ 165,534,639	\$ 13,505,169	\$ 195,851,368
ADDITIVE ALTERNATES				
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
ADDITIONAL/SUPPLEMENTAL				
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,723,005	\$ 358,021	\$ 3,364,985
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
Interconnections for UASI Approval Authority		\$ 1,740,000		\$ 1,740,000
LMR Proceed Orders (1-5)		\$ 34,245		\$ 34,245
SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:	\$ 121,847,253	\$ 246,969,471	\$ 21,693,937	\$ 343,751,870
TOTAL CONTRACT SUM:	\$246,969,471			
LMR Discounts ^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$278,263,527			

EXHIBIT C.1

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 128

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

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

SCHEDULE OF PAYMENTS

EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

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

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

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

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 58 Subtotal			\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 15,876	\$ 1,588	\$ 14,288
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64 and Amendment No. 88					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 64 nd Amendment No. 88 Subtotal			\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 86					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
Amendment No. 86 Subtotal			\$ 14,386	\$ 1,439	\$ 12,947
Amendment No. 88					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
Amendment No. 88 Subtotal			\$ 15,932	\$ 1,593	\$ 14,339
Amendment No. 90, Amendment No. 114, Amendment 115, and Amendment 116					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
MSI-5110	UNIV	Fire Suppression System	\$ 22,704	\$ -	\$ 22,704
MSI-5129	UNIV	Fire Suppression System	\$ 11,308	\$ -	\$ 11,308
	UNIV	Fire Suppression System Not-to-Exceed Amount	\$ 20,000	\$ -	\$ 20,000
Amendment No. 90, Amendment No. 114, Amendment No. 115, and Amendment No. 116 Subtotal			\$ 114,729	\$ 6,072	\$ 108,657
Amendment No. 91					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 91 Subtotal			\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 92					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 108					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
Amendment No. 108 Subtotal			\$ 3,263	\$ 326	\$ 2,937
Amendment No. 109					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
Amendment No. 109 Subtotal			\$ 2,379	\$ 238	\$ 2,141
Amendment No. 110					
MSI-7115	CPK-RPVT DPK-RPVT SGH-TWR	Replacement of Three (3) Microwave Links	\$ -	\$ -	\$ -
MSI-7116	SCC	LASD NICE Logging Recorder	\$ 6,600	\$ 660	\$ 5,940
Amendment No. 110 Subtotal			\$ 6,600	\$ 660	\$ 5,940
Amendment No. 111					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
Amendment No. 111 Subtotal			\$ 6,904	\$ 690	\$ 6,214
Amendment No. 112					
MSI-7119	BUR1	BUR1 Roll-up Generator Outage Work	\$ 11,574	\$ 1,157	\$ 10,417
MSI-7120	GRM	GRM Roll-up Generator Outage Work	\$ 5,725	\$ 573	\$ 5,153
Amendment No. 112 Subtotal			\$ 17,299	\$ 1,730	\$ 15,569
Amendment No. 119					
MSI-5117	MMC	MMC HVAC Restoration Work	\$ 29,316	\$ -	\$ 29,316
MSI-5148	CCB	CCB Court Denied Access to FPS Fire Suppression	\$ 900	\$ -	\$ 900
Amendment No. 119 Subtotal			\$ 30,216	\$ -	\$ 30,216
Amendment No. 121					
MSI-5154	MCI	Transient Voltage Suppression Systems (TVSS) Replacement	\$ 1,000	\$ -	\$ 1,000
MSI-5155	MCI	Fire Suppression System (FSS) Inspections	\$ 1,700	\$ -	\$ 1,700
MSI-5156	Universal Studios - Citywalk	Fire Suppression System (FSS) Inspections	\$ 500	\$ -	\$ 500
MSI-5157	Castro Peak	Fire Suppression System (FSS) Inspections	\$ 700	\$ -	\$ 700
MSI-5158	MCI	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,939	\$ -	\$ 2,939
MSI-5159	Castro Peak	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,798	\$ -	\$ 2,798
Amendment No. 121 Subtotal			\$ 9,637	\$ -	\$ 9,637
Amendment No. 125					
MSI-5167	FRP	Cummins Generator Service	\$ 2,250	\$ -	\$ 2,250
MSI-5173	Various	DPS Waterbug Monitoring	\$ 12,526	\$ -	\$ 12,526
Amendment No. 125 Subtotal			\$ 14,776	\$ -	\$ 14,776
Amendment No. 127					
MSI-5174	CPK, MCI/SPN	Tower Dish Relocation and Path Re-Alignment	\$ 19,927	\$ -	\$ 19,927
MSI-5186	CPK	Antenna Replacement from Talley	\$ 2,550	\$ -	\$ 2,550
MSI-5178	GRM	Recharge Clean Agent Fire Suppression System	\$ 10,832	\$ -	\$ 10,832
Amendment No. 127 Subtotal			\$ 33,309	\$ -	\$ 33,309
Amendment No. 128					

EXHIBIT C.17*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 128*

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-5201	CCT	Flynn Air Denied Entry	\$ 850	\$ -	\$ 850
Amendment No. 128 Subtotal			\$ 850	\$ -	\$ 850
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 3,723,005	\$ 358,021	\$ 3,364,985

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