



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, October 1, 2026, 9:00 a.m.

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

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

Call-in Number for the Public: (323) 433-2412

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

Telephone Number: (323) 433-2412

Conference ID: 545 437 82#

AGENDA POSTED: September 24, 2026

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

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

OFFICERS

Scott Edson, LA-RICS Executive Director

Oscar Valdez, County of Los Angeles, Auditor-Controller

Elizabeth Buenrostro Ginsberg, County of Los Angeles, Treasurer and Tax Collector



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES – (A)

A. September 3, 2026 – Regular Minutes

Agenda Item A

IV. PUBLIC COMMENTS –

V. CONSENT CALENDAR – NONE

VI. REPORTS (B – D)

B. Director's Report – Scott Edson

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

D. Finance Committee Chair's Report – NONE

VII. DISCUSSION ITEMS (E – F)

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

Agenda Item E

F. Outreach Update – Lt. Joe F. Dominguez

Agenda Item F

VIII. ADMINISTRATIVE MATTERS (G - J)

**G. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. LA-RICS 026 WITH
SAN LUIS AVIATION INC., DBA SLA CORP FOR ESCHAT**

It is recommended that your Board:

1. Approve Amendment No. 1 to the Agreement, in substantially similar form to the **Enclosure**, with ESChat, to add 4,000 ESChat licenses for a cost of \$57.99 per license per year for a total annual increase of \$231,960.



2. Approve an increase to the Total Annual Contract Sum as follows:
 - a. Reflect the cost of the additional 4,000 licenses at the rate of \$57.99 per license per year in the amount of \$231,960 per year.
 - b. Reflect the cost of the Authority's existing 750 licenses (Authority only charged for 740 licenses) at the rate of \$57.99 per license per year in the amount of \$42,913 per year.
 - c. Reflect Annual Subscription costs in the amount of \$10,600 per year.
 - d. Reflect an increase to the Total Annual Contract Sum the amount of \$285,473 from \$58,343 to \$343,816.
3. Delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 1, in substantially similar form, to the enclosed Amendment (Enclosure) and allow issuance of one or more Notices to Proceed for the work considered in Amendment No. 1.
4. Continue to delegate authority to the Executive Director to approve and execute amendments to the Agreement, including but not limited to, exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item G

H. APPROVE AN AGREEMENT WITH WINC SERVICES, LLC FOR LA-RICS MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

It is recommended that your Board:

1. Approve an Agreement between the Authority and WinC Services, LLC (WinC Services), substantially similar in form to the enclosed Agreement (**Enclosure**), to provide the Authority with Managed IT Services at a monthly rate of \$2,975 and an annual Total Contract Sum of \$35,700, with a contract term of three (3) years, commencing upon the date of execution by both parties, with two (2) one-year renewal options, which may be exercised at the sole discretion of the Authority.
2. Delegate authority to the Executive Director to increase the Total Contract Amount annually by an additional aggregate not-to-exceed amount of \$25,000 contingency for additional IT related services such as IT upgrades, migrations, licensing, software acquisitions, implementations, advanced configurations, etc., that may be needed to ensure the Authority is in compliance with IT industry standards (i.e. cybersecurity, privacy, security, technical, and operational standards). Any such increase will be memorialized in the form of one or more amendments, provided any such



amendments are approved as to form by Counsel to the Authority and cumulatively do not exceed \$25,000 per year.

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

Agenda Item H

I. ADOPT THE FISCAL-YEAR 2026-27 AMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

It is recommended that your Board:

It is requested that your Board adopt the enclosed Amended Operating Budget to appropriate \$6,400,000 of the Fiscal Year 2025-26 year-end surplus to the Capital Replacement Annual Reserve and adjust funding for certain budget lines related to Contractors and Consultant Services grant funded, Project Construction Management, IT Services Management, Governmental Maintenance Services and Contingency. As a result of the Fiscal Year 2025-26 year-end closing, the amount available for Capital Replacement/Refresh Annual Reserve expenditures will increase by \$6,400,000 from the amount included in the previously adopted Fiscal Year 2026-27 Operating Budget.

Agenda Item I

J. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE PERMIT TO ENTER FOR COLLOCATION AT BURNT PEAK LAND MOBILE RADIO (LMR) SYSTEM SITE WITH UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

It is recommended that your Board:

1. Find that the approval and execution of the Permit to Enter with the USFS for LMR Site BUR to allow the USFS to collocate and install, operate and maintain USDAFS communications equipment at the LA-RICS BUR site and the associated activities are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301 and 15302 for the reasons stated in this Board Letter and as noted in the record of the project.



2. Authorize the Executive Director to finalize and execute the Permit to Enter identified herein for the BUR LMR Site, on a gratis basis, substantially similar in form to the permit attached hereto as Enclosure 1, and to exercise amendments for the renewal terms to October 2031, all of which must have approval as to form from Counsel to the Authority.

Agenda Item J

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, November 5, 2026, at 9:00 a.m., at the LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, CA 91754.



BOARD MEETING INFORMATION

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

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

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

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

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



BOARD OF DIRECTORS REGULAR MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, September 3, 2026 ■ 9:00 a.m.

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

BOARD MEMBERS PRESENT

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

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

Scott Wiese, Police Chief, (Monterey Park), Los Angeles County Police Chief's Association

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

ALTERNATES FOR BOARD MEMBERS PRESENT

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

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

Benny Chacko, Division Director, County of Los Angeles Sheriff's Department

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

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

BOARD MEMBERS ABSENT / VACANT

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

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Laura Vasquez, LA-RICS Board Secretary



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

I. CALL TO ORDER

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

II. ANNOUNCE QUORUM – ROLL CALL

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

III. APPROVAL OF MINUTES (A)

A. August 6, 2026 – Regular Minutes

Agenda Item A

Alternate Board Chair Berkuta asked the Board if there were any questions to the attached Regular meeting minutes for August 6, 2026; hearing none, he called for a motion to approve.

Alternate Board Member Leslie Luke arrived at 9:01 a.m. prior to vote to approve minutes.

Board Member Richard Tadeo motioned first, seconded by Board Member Scott Wiese.

Ayes (8): Tadeo, Alegria, Zavala, Luke, Berkuta, Chacko, Hurt, and Nelson

MOTION APPROVED.

Board Member Joshua Nelson joined the meeting at 9:04 a.m. after the minutes were carried into motion.

IV. PUBLIC COMMENTS

There was no public comment.



V. CONSENT CALENDAR

There were no consent items on the Regular Meeting Agenda.

VI. REPORTS (B)

B. Director's Report – Scott Edson

Executive Director Edson greeted the Board and welcomed Division Director Benny Chacko from the County of Los Angeles (County) Sheriff's Department (LASD), who would serve as an Alternate Board Member to Chief Robert Luna's seat. Executive Director Edson shared that he and Alternate Chair Chacko previously worked together at the LASD Communications Fleet Management Bureau (CFMB). Executive Director Edson further shared that Alternate Board Member Chacko was recently selected as the Technology and Support Division Director. Executive Director Edson asked Alternate Board Member Chacko if he would introduce himself to the Board. Alternate Board Member Chacko said that it was a pleasure to join the LA-RICS Board, and shared that he worked with the LASD Data Systems Bureau and CFMB. Alternate Board Member Chacko said that he was happy to be back.

Executive Director Edson stated that LA-RICS was in the midst of a system upgrade. Executive Director Edson further stated that most of the work was taking place at each of the core locations, and the work involved selected hardware and software upgrades. Executive Director Edson went on to say that at the radio sites, the upgrades were primarily remote software updates that were pushed out from the core.

Executive Director Edson reported that some of the upgrade work required temporary service interruptions, and these outages were coordinated and scheduled in advance with Motorola Solutions, Inc. (MSI) and with any agencies that would potentially be affected. Executive Director Edson further reported that, for the most part, the outages were relatively short, lasting generally between two (2) and five (5) minutes; during these periods, a site may temporarily operate in site-trunking mode rather than wide-area trunking.

Executive Director Edson reported the more impactful outages were scheduled during the early morning hours, when system utilization was at its lowest, because this helped minimize the potential impact on subscribers and agency operations.



Executive Director Edson further reported that LA-RICS expected the entire upgrade to be completed by the end of next week.

Executive Director Edson shared that LA-RICS completed the implementation of Critical Connect, which was an MSI-hosted interoperability solution which provided many of the same interoperability capabilities as Inter-RF Subsystem Interface (ISSI), along with auto-roaming functionality. Executive Director Edson further shared that one of the advantages of Critical Connect was that it did not require direct connections between the individual radio systems for interoperability; instead, it used the hosted platform to connect different P25 radio systems, which gave LA-RICS greater flexibility, allowing LA-RICS to connect with other MSI systems that had Critical Connect enabled.

Executive Director Edson expressed that for the Southern California region, this could potentially allow LA-RICS to establish interoperability with Ventura and Orange Counties once they implement Critical Connect, as well. Executive Director Edson further expressed LA-RICS would move forward with operational deployment after staff training was completed.

Executive Director Edson shared that Outreach efforts continued with meetings with the City of Los Angeles Police Department (LAPD), LAPD and Com-Net, which was a Joint Powers Authority (JPA) made up of San Gabriel Valley law enforcement agencies. Executive Director Edson further shared that great discussions were had with LAPD, and LA-RICS was awaiting further information. Executive Director Edson went on to say that, additionally, LA-RICS reviewed LAPD's code plug and made several recommendations. Executive Director Edson reported that a letter was sent to the City of Long Beach requesting a meeting to discuss potentially joining the network; Operations Lead Lieutenant Dominguez would detail this further in his Outreach report.

Executive Director Edson added that LA-RICS recently met with the California Governor's Office of Emergency Services (Cal OES) to discuss whether to use roaming or subscription agreements with all state users in the Los Angeles region, and that discussions were moving forward.

Executive Director Edson expressed that LA-RICS continues to work collaboratively with other stand-alone systems such as LAPD, Los Angeles World Airports (LAWA), Port of Los Angeles (POLA), City of Long Beach, and Interagency Communications Interoperability (ICI) agencies to make progress on the



development of policy and procedures required for the system-of-systems model to take effect.

Executive Director Edson stated that, as LA-RICS reported last month, Operations Lead Lieutenant Dominguez led a successful operations sub-committee of the Mayor's Office Interoperability Working Group with discussion regarding use cases that would help structure the Standard Operations Procedures (SOPs) that should govern the group of systems funded under the Urban Areas Securities Initiative (UASI) grant. Executive Director Edson further stated the Mayor's Office held their monthly Interoperability Working Group meeting on August 20th where Operations Lead Lieutenant Dominguez provided a recap on the work being done by the Operations subcommittee. Executive Director Edson mentioned a technical subcommittee of the Mayor's office interoperability working group would be sure to follow, and it would be ensured that LA-RICS would be represented in those discussions.

Regarding the Budget, Executive Director Edson reported that LA-RICS concluded the Fiscal Year end wrap up and submitted the final Budget Status Report (BSR) reflecting actual expenditures for Fiscal Year 2025 – 2026 to the County Chief Executive Office. Executive Director Edson further reported that LA-RICS would present the Budget Adjustment to the Board, and this adjustment would reflect the actual expenditures incurred through Fiscal Year end for 2025-2026 and memorialize the carryover funds from the prior Fiscal Year.

Regarding Grants, Executive Director Edson shared that LA-RICS was approaching the end of the performance period for the UASI 24 grant and was on track to deplete the LA-RICS awarded funds ahead of the grant performance period which ends in early 2027. Executive Director Edson further shared that despite some hurdles with permanent power at sites Green Mountain (GRM) and Saddle Peak (MCI), LA-RICS was slated to conclude grant – funded activities within the performance period of the grant.

Regarding Contracts, Executive Director Edson stated that under Agenda Item G was LMR Amendment No. 139 which captured some Change Orders, for Ultra High Frequency (UHF) enhancement work at site Fire Command and Control Facility (FCCF) and an order for supplemental batteries at site Universal Studios (UNIV). Executive Director Edson further stated the activities were funded by the grant, and additional details would be shared under Agenda Item G.



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

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

D. Finance Committee Chair's Report – NONE

VII. DISCUSSION ITEMS (E – F)

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

Technical Lead Ted Pao greeted the Board and thanked them for allowing him to re-join LA-RICS as a consultant. Technical Lead Pao said that aside from the scheduled system upgrade reported by the Executive Director, the preventative maintenance activities that began in March were essentially concluded. LA-RICS had just a handful of RF equipment items remaining which were waiting for MSI personnel to complete once the system upgrade was finished. Technical Lead Ted Pao reported that overall, most of the preventive maintenance work was on track for completion this month, and LA-RICS started the second round of its biannual fire suppression system inspections this week.

Technical Lead Pao reported the system upgrade resulted in an unexpected outage last week involving the dynamic transcoder, as the transcoder was used to translate audio between Frequency Division Multiple Access (FDMA) and Time-Division Multiple Access (TDMA) within a talkgroup, allowing users with different radio technologies to communicate transparently with one another. Technical Lead Pao said it appeared there might have been a corrupted table or permission issue that needed to be re-established.

Technical Lead Pao reported the agencies most affected were those operating a mix of TDMA radios and FDMA-only radios, but once the issue was reported by the affected end-user agencies, it was resolved within approximately five (5) hours. Technical Lead Pao also added that LA-RICS also made it through nearly a month of very hot summer temperatures across the County without any significant LMR system operational issues related to the heat.

Technical Lead Pao then reported that LA-RICS did, however, experience several power outages associated with unplanned events, maintenance activities, and public safety power shutoffs intended to reduce the risk of wildland fires. Technical Lead Pao reported that one of the more notable issues occurred at site BKK (BKK



Landfill) in West Covina, where LA-RICS experienced a failure of the automatic transfer switch. Technical Lead Pao said the failure allowed the generator to start, but it did not transfer the load to the generator.

Technical Lead Pao reported that an LA-RICS field engineer was dispatched to the site the following day to investigate the issue. Technical Lead Pao said the LA-RICS field engineer determined the ATS failure appeared to be related to its circuit boards and that MSI dispatched its generator vendor who made an interim repair by utilizing the circuit boards from LA-RICS second automatic transfer switch, ATS 2. Technical Lead Pao mentioned that new replacement boards were being priced.

Technical Lead Pao stated that LA-RICS continued to grow its Subscriber base, and they recognized that not every potential subscribing agency had the budget or access to grant funding to purchase a radio costing ten thousand dollars (\$10,000) or more for each of its personnel.

Technical Lead Pao said MSI offered lower-tier radio options, but LA-RICS believed that providing agencies with a broader choice of subscriber equipment vendors may be more appropriate for some agencies and their operational needs.

Technical Lead Pao reported that at the same time, LA-RICS recognized that not all P25 radios would operate exactly the same way, even when they had successfully gone through the P25 Compliance Assessment Program (CAP); because of the flexibility within the P25 standards, there could be different ways for manufacturers to implement a particular P25 function. Technical Lead Pao further reported that, as a result, radios from different manufacturers may respond somewhat differently when that function was executed.

Technical Lead Pao said, with that in mind, LA-RICS partnered County Fire Department (LACoFD), the County Internal Services Department (ISD), and participating manufacturers to assess the current LMR subscriber equipment offerings from vendors interested in supporting the LA-RICS network.

Technical Lead Pao shared this testing was not intended to duplicate or replace the P25 Compliance Assessment Program, but instead, the focus was more practical and end-user oriented—looking at how these radios actually performed in the LA-RICS environment and how suitable they were for LA-RICS subscriber agencies.



Technical Lead Pao stated that Melissa Saradpon from the LA-RICS Contracts Team would provide an overview of the radios that had been approved for use on the LMR network.

LA-RICS Contracts Team Member Saradpon greeted the Board and stated she would provide the Board with a glimpse into the LA-RICS Contracts Team's efforts with respect to portable and mobile radios used on the LMR System. Contract Team Member Saradpon expressed that LA-RICS built a wonderful interoperable communications system for a variety of agencies to use throughout the County; however, with a variety of agencies came different operational requirements, and how could LA-RICS as an organization provide the list of portable or mobile radios they could use on the system? LA-RICS Contract Team Member Saradpon mentioned LA-RICS wanted to ensure the radios were safe and that agencies could use them for their own purposes.

LA-RICS Contract Team Member shared Agenda Item A – Enclosure 1, which explained the lists of approved portable and mobile radios approved for use on the LMR system. LA-RICS Contracts Team Member Saradpon reported LA-RICS released two (2) Requests for Information, otherwise known as RFIs, one (1) for portable radios and one (1) for mobile radios from firms that were considered responsive and responsible. LA-RICS Contracts Team Member Saradpon further reported the purpose of the RFIs were to determine if radios were fully compatible and could operate on the LMR System infrastructure utilizing features currently installed and used by the Authority. LA-RICS Contracts Team Member Saradpon went on to say the RFIs requested information regarding hardware, software, user interface, GPS, etc., as the Authority wanted to ensure end users knew what exactly what they were purchasing Radios to use on the LMR System. LA-RICS Contracts Team Member Saradpon mentioned the RFIs would remain open and continuous to allow new and existing agencies to submit radios to be tested and approved for use on the LMR system.

LA-RICS Contracts Team Member Saradpon stated that, in addition, aside from the information that agencies provided to LA-RICS, it was requested they submit sample radios for LA-RICS to test to ensure they worked properly on the system and were appropriate for first responders and other agencies.



LA-RICS Contracts Team Member Saradpon referred to Agenda Item A – Exhibit 2 and Agenda Item A – Exhibit 3 to show interested parties where on the LA-RICS website they could access and locate the list of tested portable and mobile radios that were approved for use on the LMR System.

LA-RICS Contracts Team Member Saradpon referred to Agenda Item A – Exhibit 4 to show what information was provided in each list for LA-RICS Subscribers; each list of approved radios included the following information:

- Radio Manufacturer
- Radio Name with link to manufacturer radio specifications
- Radio Model No.
- Radio Frequency / Bands Supported
- Firmware / Software Version
- Link to LA-RICS Testing Results (matrix of each radio's ability to meet LMR system requirements)
- Radio Manufacturer Point(s) of Contact

LA-RICS Contracts Team Member Saradpon referred to Agenda Item A – Enclosure 5 and Agenda Item A – Enclosure 6 which were lists of approved portable and mobile radios, respectively, for use on the LMR System. LA-RICS Contracts Team Member Saradpon also identified the Radio Manufacturers and number of their portable and mobile Radios that were approved for use on the LMR System.

LA-RICS Contracts Team Member Saradpon concluded her presentation and asked if there were any questions.

Alternate Chair Berkuta thanked LA-RICS Contracts Team Member Saradpon and LA-RICS Assistant Chief LMR Officer Ted Pao for sharing their presentation, as this information was important for current and future Subscribers to evaluate their options. Alternate Chair Berkuta asked what the price difference was between the least expensive and the most expensive for portable radios. Contracts Team Saradpon stated the prices varied, and she would look into that information and



share her findings with Alternate Chair Berkuta. Alternate Chair Berkuta mentioned he asked out of curiosity and for reference purposes.

Alternate Chair Berkuta said that, in terms of functionality, obviously, each of these radios provided the ability to communicate on the LMR System and then asked if there was a list of features these radios had. LA-RICS Contracts Team Member Saradpon referred Alternate Chair Berkuta to the LA-RICS website where the requirements were listed under the Test Results which provided a list of Radio features by way of the over two hundred (200) lines of Radio requirements.

Sergeant Alvaro Sierra of the CFMB LA-RICS Unit addressed Alternate Chair Berkuta's question regarding pricing and stated that he saw prices for portable radios range anywhere from one thousand four hundred dollars (\$1,400) to fourteen thousand dollars (\$14,000). Alternate Board Member Hurt asked LA-RICS Contracts Team Member Saradpon how often radios were being tested, if they were being tested yearly or one time. Contracts Team Member Saradpon indicated radios were being tested one time; however, if a portable and mobile radio company had a new radio or an updated radio (either portable or mobile), the company could respond to the RFI and have the radio be tested.

Board Member Nelson asked LA-RICS Contracts Team Member Saradpon how often Subscribers could submit their radios for testing. LA-RICS Contracts Team Member Saradpon said Subscribers could submit their radios as often as they were upgraded. Executive Director Edson expressed he hoped they would submit their radios for testing as they changed radio models so LA-RICS could keep the list updated.

Alternate Chair Berkuta shared the idea of reaching out to the vendors once a year to confirm if they had any changes to their radios to keep the list of requirements up to date for Subscribers and future Subscribers to easily reference, with Director Edson stating they would do so.

Executive Director Edson stated that LA-RICS Contracts Team Member Saradpon was one of LA-RICS unsung heroes on the LA-RICS team and expressed his appreciation for the effort she put into this project behind the scenes.



There was no further discussion.

F. Outreach Update – Lt. Joseph F. Dominguez

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

Operations Lead Lt. Dominguez reported that during the last several months, LA-RICS experienced a growing level of interest from public agencies across the region reaching out to learn more about LA-RICS state-of-the-art communications system. Operations Lead Lt. Dominguez further reported the Authority staff worked diligently to ensure that each inquiry was promptly addressed and that every agency received an individualized approach to demonstrate how LA-RICS could meet or exceed its specific communications needs. Operations Lead Lt. Dominguez went on to say the agencies were provided with information regarding available equipment vendors and the opportunity to take advantage of discounted rates available to LA-RICS subscribers. Operations Lead Lt. Dominguez expressed this increased interest was a testament to the value, reliability, and capabilities of the LA-RICS system and the services it provided to public safety agencies throughout the region.

Operations Lead Lt. Dominguez shared that the Executive Director remained actively engaged with regional public safety stakeholders, city officials, managers, mayors, and other agency leaders to strengthen relationships and increase awareness of the benefits of regional interoperability. Operations Lead Lt. Dominguez further shared that, recently, the Executive Director, along with Assistant Chief LMR System Officer Pao, Sergeant Sierra, and Operations Lead Lt. Dominguez attended a special meeting sponsored by the East San Gabriel Valley Regional Communications Network Joint Powers Authority Governance Board (Com-Net). Operations Lead Lt. Dominguez went on to say that Com-Net served the public safety communications needs of the communities of Azusa, Baldwin Park, Covina, Glendora, Irwindale, La Verne, and West Covina.

Operations Lead Lt. Dominguez reported that at the Board's request, the Executive Director provided a presentation on the LA-RICS communications network, highlighting its continued position as the leading public safety communications system in the County and the benefits available to agencies that became Subscribers or Affiliate members of the network. Operations Lead Lt. Dominguez shared the presentation generated positive feedback, and LA-RICS looked forward



to continuing discussions with Com-Net regarding opportunities for future collaboration and participation.

Operations Lead Lt. Dominguez said the outreach efforts were focused not only on expanding participation in LA-RICS, but also on ensuring that existing Subscriber and Affiliate partners received the attention, support, and resources necessary to meet their evolving operational needs; through continued engagement with regional partners, LA-RICS was strengthening relationships, building confidence in the system, and demonstrating the value of a unified regional public safety communications platform.

Operations Lead Lt. Dominguez stated the Authority remained committed to supporting continued growth in network participation while ensuring the transition to LA-RICS was as seamless, effective, and beneficial as possible for each participating agency.

Operations Lead Lt. Dominguez shared that LA-RICS was also making meaningful progress in supporting existing Subscribers and developing solutions tailored to their operational requirements. Operations Lead Lt. Dominguez further shared the positive response from the County Probation Department following the implementation of its new digital talkgroups was a strong example of the benefits being realized through the system. Operations Lead Lt. Dominguez expressed the department had specifically recognized its enhanced ability to communicate and interoperate with other public safety agencies, demonstrating how LA-RICS could improve coordination and operational effectiveness across agency boundaries.

Operations Lead Lt. Dominguez reported several initiatives were also underway to expand communications capabilities and connectivity for regional partners and the staff continued to work with California State Parks to explore opportunities to expand its communications coverage through the existing ISSI connection with the California Radio Interoperability System (CRIS), with particular attention to maintaining reliable communications with its dispatch center in Perris, California. Operations Lead Lt. Dominguez further reported the discussions with the Lancaster Police Department regarding a potential CSSI connection to its dispatch center were progressing, and these efforts demonstrated the flexibility of the LA-RICS platform and its ability to address the diverse geographic and operational requirements of participating agencies.

Operations Lead Lt. Dominguez went on to say that regional outreach had also resulted an interest from organizations beyond traditional public safety agencies.



Operations Lead Lt. Dominguez stated the LA-RICS staff was working with the Emergency Preparedness Office at Henry Mayo Newhall Hospital, which expressed interest in becoming an LA-RICS Subscriber. Operations Lead Lt. Dominguez further stated the engagement with healthcare partners such as Henry Mayo provided an additional opportunity to strengthen the region's emergency communications network and enhance coordination among organizations that may play critical roles during major incidents and regional emergencies.

Operations Lead Lt. Dominguez reported that from a technical and operational standpoint, LA-RICS remained focused on maintaining system reliability and ensuring that critical infrastructure was ready to support its Subscribers. Operations Lead Lt. Dominguez further reported that a NICE software upgrade to the radio recording and logging system, which recorded and managed public safety radio communications, was currently underway at key core locations. Operations Lead Lt. Dominguez went on to say the upgrade would help ensure the NICE equipment and software remained current, supported, secure, and compatible with the evolving LA-RICS radio system. Operations Lead Lt. Dominguez shared this effort required coordination of equipment delivery, site access, vendor activities, and technical support, with Authority staff working closely with technicians and vendors to address technical issues as they arose and minimized any disruption to system operations.

Operations Lead Lt. Dominguez said LA-RICS was also supporting routine and emergency infrastructure maintenance throughout the system, and this included coordinating vendor access for scheduled inspections and maintenance at remote radio sites and assisting with emergency equipment inspections and repairs when necessary. Operations Lead Lt. Dominguez expressed that, in addition, ongoing inventory audits were being conducted at system sites to ensure that equipment and resources were properly accounted for, maintained, and available when needed. Operations Lead Lt. Dominguez further expressed these efforts were essential to maintaining the reliability and readiness of the infrastructure that supported LA-RICS Subscribers.

Operations Lead Lt. Dominguez reported the system readiness remained a priority as LA-RICS prepared for increased public safety communications demands associated with major regional events, and the radio testing and interoperability exercises were being coordinated with public safety agencies and healthcare partners to validate coverage, functionality, and communications capabilities. Operations Lead Lt. Dominguez further reported the preparations were particularly important in advance of the upcoming Olympic activities and would help ensure that



participating agencies were positioned to communicate effectively during large-scale events and other situations requiring coordinated regional response.

Operations Lead Lt. Dominguez stated the Authority staff took an active role in streamlining the onboarding process for new Subscribers by conducting radio training classes for agencies and cities joining the LA-RICS network. Operations Lead Lt. Dominguez further stated that once personnel successfully completed the required background clearance process, LA-RICS staff delivered the CFMB's certification training curriculum, while the Bureau maintained responsibility for certifying the class. Operations Lead Lt. Dominguez went on to say that having LA-RICS staff conduct the training directly allowed the Authority to reduce delays and bring new Subscribers onto the network more efficiently, while maintaining the established certification requirements and training standards.

Operations Lead Lt. Dominguez expressed that LA-RICS staff continued to play a leadership role in advancing regional communications coordination through participation in the LA Regional Interoperability meetings and leadership of the Operations Team Subcommittee. Operations Lead Lt. Dominguez further expressed that LA-RICS presented the outcomes of the subcommittee's initial meeting, including the foundational framework for establishing consistent communications standards among emergency responders throughout the region, including law enforcement and fire service agencies. Operations Lead Lt. Dominguez went on to say that a key component of this effort would be the development of Standard Operating Procedures that incorporated practical use-case scenarios and provided agencies with clear and consistent guidance during routine operations and regional emergencies.

Operations Lead Lt. Dominguez said the Authority staff was developing and refining the draft procedures, which would subsequently be distributed to the Operations Team Subcommittee members for review and input. Operations Lead Lt. Dominguez stated this collaborative effort would help ensure the final procedures reflected the operational needs of participating agencies and further strengthen regional interoperability, coordination, and preparedness.

Operations Lead Lt. Dominguez concluded the update on Agenda Item F and asked if there were any questions.

Board Member Nelson asked Operations Lead Lt. Dominguez if he was familiar with the Disaster Management Area Coordinators and asked if they would be



transitioning to the network. Executive Director Edson said LA-RICS was working with Alternate Board Member Luke and the LASD Emergency Operations Bureau (EOB) regarding this. Executive Director Edson stated that most of the cities were either Subscribers or Affiliates, therefore, they had the channels. Board Member Scott Wiese mentioned these cities were on the County Wide Integrated Radio System (CWIRS) trunked radio network and was mostly fire agency based. Executive Director Edson expressed his concern that all law enforcement from the various agencies should be able to communicate with each other, and LA-RICS was working with the Office of Emergency Management and LASD EOB to ensure this was a priority.

Board Member Wiese stated the County Police Chief's Association was also emphasizing this as a priority especially with the upcoming 2028 Olympics. Board Member Wiese further stated that communications plans for agencies for the 2028 Olympics were discussed. Mr. Paul Villalobos of PV Communication, Inc. mentioned that Com-Net had developed a plan, however, not all agencies in Com-Net have programmed it yet.

Alternate Board Member Luke stated there was a study they just hired a contractor to look at the DMAC program, and if they were to do interviews by area, then it should be brought up.

Alternate Chair Berkuta expressed his appreciation for Board Member Wiese's candor and noted he found it interesting that law enforcement agencies did not take advantage of set communications plans as fire agencies did. Board Member Wiese noted that more law enforcement agencies beginning to realize how crucial it was to have communications plans, especially in the aftermath of the 2025 wildfires in the region.

There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (G)

APPROVE AMENDMENT NO. 139 TO AGREEMENT NO. LA-RICS 007

Executive Director Edson stated that Agenda Item G requested the Board make those certain California Environmental Quality Act (CEQA) findings and approve Amendment No. 139 with MSI to incorporate two (2) Change Orders related to UHF enhancement work at the County Fire Command (FCCF) site and to provide supplemental batteries at the Universal Studios (UNIV) site. Executive Director



Edson further stated the total cost increase for this work was in the amount of two hundred fifty-two thousand one hundred and thirteen dollars (\$252,113), which if approved by the Board, would be funded by the UASI grant.

Executive Director Edson reported the first Change Order was to provide and deploy a transmit antenna and combining system at FCCF for the U-1 and U-2 channels to support both transmit and receive capabilities for the site. Executive Director Edson further reported the FCCF site only supported receive audio for the U-1 and U-2 channels and the proposed work would augment FCCF to be both a receive and transmit site, which was necessary to enhance LMR System coverage.

Executive Director Edson went on to say the second Change Order would allow MSI to provide supplemental batteries for a power outage at the UNIV site, which provided connectivity to the LA-RICS core for the Citywalk site. Executive Director Edson shared the site's power was dependent on Universal Studios, and this Change Order guaranteed power during planned Universal Studios outages and the additional batteries would be temporarily installed during planned power outages by the site owner and would be retrieved at a later date. Further, the Executive Director Edson stated this included delivery, assembly, and installation; post usage decommissioning and removal; as well as the required materials and hardware.

Executive Director Edson requested the Board's approval to delegate authority to the Executive Director to execute the Amendment and issue NTPs accordingly.

Executive Director Edson concluded his report and asked if there were any questions.

Board Member Wiese asked where FCCF was located, and Executive Director Edson stated it was close by the LA-RICS headquarters.

Chair Berkuta motioned to approve first, seconded by Board Member Scott Wiese.

Ayes (9): Tadeo, Wiese, Alegria, Zavala, Luke, Berkuta, Chacko, Hurt, and Nelson.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

There were no Miscellaneous Items for the Regular Meeting.



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

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Berkuta thanked the Board Members and attendees for attending the meeting.

Alternate Board Chair Berkuta called for a motion to adjourn the Regular Meeting. Alternate Board Member Nelson made a motion Seconded by Alternate Board Member Hurt. Alternate Chair Berkuta adjourned the Regular Board Meeting at 9:39 a.m. and stated the next Regular Board Meeting would be held on Thursday, October 1, 2026, at 9:00 a.m. at the LA-RICS Headquarters.

WHAT ARE THE LISTS OF APPROVED PORTABLE AND MOBILE RADIOS FOR USE ON THE LMR SYSTEM?

- ✓ Requests for Information (RFIs) were issued to obtain responses from multiple responsive, responsible firms to test their Radios.
- ✓ Purpose: Determine if Radios are fully compatible and can operate on the LMR System infrastructure utilizing features currently installed and used by the Authority.
- ✓ Subscribers can use these lists to procure their own Radios for use on the LMR System.
- ✓ RFIs remain open and continuous to allow additional firms and Radios to be submitted and tested for approval.

WHERE CAN I FIND THE LIST OF
TESTED AND APPROVED RADIOS
FOR USE ON THE LMR SYSTEM?



AGENDA ITEM A - ENCLOSURE 2

WWW.LA-RICS.ORG



Los Angeles Regional Interoperable
Communications System

[ABOUT](#)

[USER AGREEMENTS](#)

[LIST OF TESTED PORTABLE AND MOBILE RADIOS](#)

[JPA BOARD & COMMITTEES](#)

[SOLICITATIONS](#)

[DOCUMENTS](#)

[CONTACT](#)

**WIDE AREA LAND MOBILE RADIO
COVERAGE. INTEROPERABILITY.
24/7 LIVE SUPPORT.
COMMITTED TO SERVICE.
DEDICATED TO SAFETY.**

THE SOLUTION

AGENDA ITEM A - ENCLOSURE 3

EACH LIST OF APPROVED RADIOS INCLUDES THE FOLLOWING INFORMATION:

- ✓ Radio Manufacturer
- ✓ Radio Name with link to manufacturer radio specifications
- ✓ Radio Model No.
- ✓ Radio Frequency / Bands Supported
- ✓ Firmware / Software Version
- ✓ Link to LA-RICS Testing Results
 - ✓ Matrix of each radio's ability to meet LMR System Requirements
- ✓ Radio Manufacturer Point(s) of Contact

LIST OF APPROVED PORTABLE RADIOS FOR USE ON LMR SYSTEM

1. BK TECHNOLOGIES, INC. – 1 RADIO
2. EF JOHNSON TECHNOLOGIES, INC. (JVCKENWOOD) – 3 RADIOS
3. JVCKENWOOD USA CORPORATION – 2 RADIOS
4. L3HARRIS – 2 RADIOS
5. MOTOROLA SOLUTIONS, INC. – 9 RADIOS
6. TAIT COMMUNICATIONS – 1 RADIO

AGENDA ITEM A - ENCLOSURE 5

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)
LIST OF PORTABLE RADIOS TESTED AND APPROVED FOR USE ON THE LA-RICS LAND MOBILE RADIO (LMR) SYSTEM
RFI NO. LA-RICS 018
UPDATED AS OF JULY 24, 2025

Radio Manufacturer	Radio Name	Radio Model No.	Radio Frequency/Bands Supported	Firmware/Software Version	LA-RICS Test Results	Radio Manufacturer Sales Point of Contact
BK Technologies, Inc.	BK75000	BK75000	VHF, UHF, 700000	5.10.10	Test Results for BK75000	Chris Lopez, Regional Sales Manager Mobile: (951) 219-5468 Email: chlopez@bktechnologies.com
EF Johnson Technologies, Inc. (JVCKenwood)	Viking VP 5330	VP 5330	UHF 450-520 Mhz	8.36.24	Test Results for Viking VP 5330	Craig Bassett, Bassett Communications, Inc. Mobile: (714) 355-1314 Office: (933) 234-0625 Email: Craig@bassettcom.com
EF Johnson Technologies, Inc. (JVCKenwood)	Viking VP 6330	VP 6330	UHF 450-520 Mhz	8.36.24	Test Results for Viking VP 6330	Rudy Torres, EF Johnson/Kenwood Viking Mobile: (972) 795-4614 Email: RTorres@efj.com
EF Johnson Technologies, Inc. (JVCKenwood)	Viking VP 8000	VP 8000	Multi Band Radio: VHF 136-174 Mhz, UHF 380-520Mhz, 700000 Mhz R/X: 762-776, 861-870 Mhz, TX: 762-776, 793-806, 806-825, 861-870 Mhz	8.36.25	Test Results for Viking VP 8000	Patricia Pascoe, Bassett Communications, Inc. Office: (933) 234-0625 Email: TPascoe@bassettcom.com
JVCKenwood USA Corporation	UHF Digital and Analog Portable Radio (NX-5300G2)	NX-5300G2	450-520 Mhz	KPG-01NK	Test Results for NX-5300G2	Craig Bassett, Bassett Communications, Inc. Mobile: (714) 355-1314 Office: (933) 234-0625 Email: Craig@bassettcom.com
JVCKenwood USA Corporation	UHF Digital and Analog Portable Radio (NX-5300G3)	NX-5300G3	450-520 Mhz	KPG-01NK	Test Results for NX-5300G3	Sherry Holliman, JVCKenwood USA Mobile: (714) 219-2622 Email: sholliman@us.jvckenwood.com
L3Harris	XL Converge	XL-200P	VHF, UHF, 700, 800	XLP R4A	Test Results for XL Converge	Rohan Muzaffer, Strategic Partnerships, State of CA & HI Business Manager Mobile: (210) 225-9473 Email: Rohan.Muzaffer@L3harris.com
L3Harris	XL Extreme	XL-400P	VHF, UHF, 700, 800	XLP R4A	Test Results for XL Extreme	
Motorola Solutions, Inc.	APX8000	APX8000	Click Here for Specifications	-	Tested and Approved for use on the LA-RICS LMR System	Jeff Ashton, Senior Account Manager Motorola Solutions, Inc. Office: 954-525-3782 Mobile: 954-525-3782 Email: jeff.ashton@motorolasolutions.com
Motorola Solutions, Inc.	APX8000HSE	APX8000HSE	Click Here for Specifications	-	Tested and Approved for use on the LA-RICS LMR System	
Motorola Solutions, Inc.	APXNEXT	APXNEXT	A8-band: Simultaneous Operation in VHF, UHF (Range 1 & 2), 700 and 800 Mhz Bands	R30.01.00	Test Results for APXNEXT	
Motorola Solutions, Inc.	APX900	APX900	VHF, UHF (R1 and R2), 700/800 Mhz, and 900 Mhz bands	R30.01.00	Test Results for APX900	
Motorola Solutions, Inc.	APX4000	APX4000	VHF, UHF (R1 and R2), 700/800 Mhz, and 900 Mhz bands	R30.01.00	Test Results for APX4000	
Motorola Solutions, Inc.	APX9000	APX9000	700/800 Mhz, VHF, and UHF (Range 1 & 2)	R30.01.00	Test Results for APX9000	
Motorola Solutions, Inc.	APXN30	APXN30	700Mhz/800Mhz	R30.01.00	Test Results for APXN30	
Motorola Solutions, Inc.	APXN60	APXN60	700Mhz/800Mhz	R30.01.00	Test Results for APXN60	
Motorola Solutions, Inc.	APXN70	APXN70	700-800 Mhz o Transceiver Split: 762-776, 792-806 Mhz, 806-825, 861-870 Mhz o Receiver Split: 762-776, 796-806 Mhz, 861-870 Mhz • UHF (Range 1&2) o 380-520 Mhz	Firmware version: R30.02.00 Software version: R30.00.00	Test Results for APXN70	
Tait Communications	TP9600	TP9600HBC-T	136-174Mhz 378-520Mhz 757-870Mhz	v3.0	Test Results for TP9600	Walter Ball, Sales Contracts Director Mobile: (281) 703-0480 Fax: (281) 625-3300 Technical Support: (281) 625-3300 Email: walter.ball@taitcommunications.com Fatima Garcia, Channel Enablement Manager Mobile: (502) 627-6995 Email: fatima.garcia@taitcommunications.com

LIST OF APPROVED MOBILE RADIOS FOR USE ON LMR SYSTEM

1. EF JOHNSON TECHNOLOGIES,
INC. (JVCKENWOOD) – 4
RADIOS
2. JVCKENWOOD USA
CORPORATION – 2 RADIOS
3. L3HARRIS – 3 RADIOS
4. MOTOROLA SOLUTIONS, INC. –
4 RADIOS
5. TAIT COMMUNICATIONS – 1
RADIO

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) LIST OF MOBILE RADIOS TESTED AND APPROVED FOR USE ON THE LA-RICS LAND MOBILE RADIO (LMR) SYSTEM RFI NO. LA-RICS 027 UPDATED AS OF AUGUST 26, 2026

Radio Manufacturer	Radio Name	Radio Model No.	Radio Frequency/Bands Supported	Firmware/Software Version	LA-RICS Test Results	Radio Manufacturer Sales Point of Contact
EF Johnson Technologies, Inc. (JVCKenwood)	Viking VM 5000	VM5000	UHF 380-520 MHz	8.44.16	Test Results for Viking VM 5000	Craig Bassett , Bassett Communications, Inc. Mobile: (714) 393-1314 Office: (833) 234-9925 Email: Craig@bassettcom.com
EF Johnson Technologies, Inc. (JVCKenwood)	Viking VM 6000	VM6000	UHF 380-520 MHz	8.44.16	Test Results for Viking VM 6000	Rudy Torres , EFJohnson/Kenwood Viking Mobile: (572) 786-4614 Email: RTorres@efj.com
EF Johnson Technologies, Inc. (JVCKenwood)	Viking VM 7000	VM7000	Mult Band Radio: UHF 380-520MHz, 700/800 MHz	8.44.16	Test Results for Viking VM 7000	Patriola Pascoe , Bassett Communications, Inc. Office: (833) 234-9925 Email: Tricia@bassettcom.com
EF Johnson Technologies, Inc. (JVCKenwood)	Viking VM 8000	VM8000	VHF 136-174 MHz, UHF 380-520 MHz, 700/800 MHz	8.44.16	Test Results for Viking VM 8000	Anny Okada , Bassett Communications, Inc. Office: (833) 234-9925 Email: Anny@bassettcom.com
JVCKenwood USA Corporation	NX-5500K / NX-5500BK	NX-5500K / NX-5500BK	450-520 MHz OR 400-470 MHz	KPG-D1NK	Test Results for NX-5500K / NX-5500BK	Craig Bassett , Bassett Communications, Inc. Mobile: (714) 393-1314 Office: (833) 234-9925 Email: Craig@bassettcom.com Sheryn Holtman , JVCKenwood USA Mobile: (214) 218-2622 Email: sholtman@us.jvckenwood.com Patriola Pascoe , Bassett Communications, Inc. Office: (833) 234-9925 Email: Tricia@bassettcom.com Anny Okada , Bassett Communications, Inc. Office: (833) 234-9925 Email: Anny@bassettcom.com
L3Harris	XL Onboard	XL-65M	VHF, UHF, 700/800 MHz	XLP R20B or later	Test Results for XL Onboard	Rehan Muzaffer , Strategic Partnerships, State of CA & Hi-Busness Manager Mobile: (310) 228-8473 Email: Rehan.Muzaffer@L3Harris.com
L3Harris	XL Onboard	XL-165M	VHF, UHF, 700/800, or 900 MHz	XLP R20B or later	Test Results for XL Onboard	
L3Harris	XL Onboard	XL-200M	Mult Band - Low Band VHF, VHF, UHF, 700/800 and 900 MHz	XLP R20B or later	Test Results for XL Onboard	
Motorola Solutions, Inc.	APX 1500	VHF M36KSS9PW1BN UHF R1 M36QSS9PW1BN UHF R2 M36SS9PW1BN 800/900 M36UR99PW1CN	VHF (136-174MHz) UHF-R1 (380-470MHz) UHF-R2 (450-520MHz) 700 MHz (764-776, 794-806 MHz) 800 MHz (806-824, 851-870 MHz)	SW: R25.01.00 FW: APX CPG R36.00.01, 2025.1 Baseline	Test Results for APX 1500	Jeff Ashton , Senior Account Manager Motorola Solutions, Inc. Office: 954-605-3762 Mobile: 954-605-3762 Email: jeff.ashton@motorolasolutions.com
Motorola Solutions, Inc.	APX 4500	VHF M22KSS9PW1BN UHF R1 M22QSS9PW1BN UHF R2 M22SS9PW1BN 700/800 M22UR99PW1CN 800/900 M22VR99PW1CN	VHF (136-174MHz) UHF-R1 (380-470MHz) UHF-R2 (450-520MHz) 700 MHz (764-776, 794-806 MHz) 800 MHz (806-824, 851-870 MHz) 900 MHz (896-902, 935-941 MHz)	SW: R28.30.00 FW: APX CPG R36.00.01, 2025.1 Baseline	Test Results for APX 4500	
Motorola Solutions, Inc.	APX 6500	VHF M26KSS9PW1BN UHF R1 M26QSS9PW1BN UHF R2 M26SS9PW1BN 700/800 M26UR99PW1CN 800/900 M26VR99PW1CN	VHF (136-174MHz) UHF-R1 (380-470MHz) UHF-R2 (450-520MHz) 700 MHz (764-776, 794-806 MHz) 800 MHz (806-824, 851-870 MHz) 900 MHz (896-902, 935-941 MHz)	SW: R28.30.00 FW: APX CPG R36.00.01, 2025.1 Baseline	Test Results for APX 6500	
Motorola Solutions, Inc.	APX 8500	VHF M26KSS9PW1BN UHF R1 M26QSS9PW1BN UHF R2 M26SS9PW1BN 700/800 M26UR99PW1CN 800/900 M26VR99PW1CN	VHF (136-174MHz) UHF-R1 (380-470MHz) UHF-R2 (450-520MHz) 700 MHz (764-776, 794-806 MHz) 800 MHz (806-824, 851-870 MHz)	SW: R28.30.00 FW: APX CPG R36.00.01, 2025.1 Baseline	Test Results for APX 8500	
Tait Communications	TM9900	TMCN0B (TM9900)	B1 136MHz to 174MHz HC3 378MHz to 520MHz K5 757MHz to 870MHz (Tx) 757MHz to 776MHz (Rx) 850MHz to 870MHz (Rx) L3 896MHz to 941MHz (Tx) Bands supported: VHF UHF 700/800MHz 900MHz	FIRMWARE: V3.06.13 (Aug 2025) SOFTWARE: V3.6.6.32 (Aug 2025)	Test Results for TM9900	Walter Solis , Sales Contracts Director Mobile: (281) 703-0480 Fax: (281) 829-3320 Technical Support: (281) 829-3300 Email: walter.solis@taicommunications.com Fatima Garcelle , Channel Enablement Manager Mobile: (832) 627-6666 Email: fatima.garcelle@taicommunications.com



**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

October 1, 2026

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:lv



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

October 1, 2026

To: LA-RICS Authority Board of Directors

From: 
Scott Edson
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
Meeting with Cal OES	September 2, 2026
Meeting with U.S. Forest Service	September 3, 2026
Meeting with LA County Fire Department	September 10, 2026
Meeting with Cal OES	September 14, 2026
Outreach California Department of Corrections	September 15, 2026
Outreach LA Department of Water and Power	September 16, 2026
Meeting with LASD TSD/CFMB	September 22, 2026

As the end of the year approaches, I'd like to highlight the continued interest we are seeing from public safety agencies throughout the region in the LA-RICS communications system. Over the past several months, Authority staff has remained actively engaged with agencies seeking to better understand the capabilities of LA-RICS and how the system can support their individual communications needs. We continue to provide each agency with a personalized approach, including information on available equipment vendors and the discounted rates offered to LA-RICS subscribers. The continued outreach and interest we are receiving reflect the value, reliability, capabilities, and services that LA-RICS provides to public safety agencies throughout the region.

AGENDA ITEM F

LA-RICS continues to serve as an important resource to public safety agencies throughout the region, with many agencies reaching out to myself and staff for guidance on communications, interoperability, and regional coordination. LA-RICS continues to be actively engaged with our stakeholders and continues to build relationships with agencies that are critical to the success of LA-RICS. Most recently, we participated in an executive-level meeting with the Los Angeles County Sheriff's Department's Technology Services Division and Communications and Fleet Management, where we met with newly appointed executives and staff. During the meeting, we provided an overview of the history of LA-RICS, including the formation of the JPA, the funding strategy, the design and construction of the system, its ongoing operations, and the current subscriber plan and rates. We also emphasized the important role that Board and Committee participation plays in the continued governance and success of the Authority. The meeting was very well received, and it was clear from the discussion that the LASD leadership team recognizes the importance of continued collaboration and partnership in advancing regional interoperability.

During September, LA-RICS continued its outreach and coordination with agencies throughout the region, focusing on interoperability, system capabilities, and ways to better support the communications needs of our subscriber and affiliate agencies. Outreach included the California Department of Corrections and Rehabilitation and the Los Angeles Department of Water and Power, while coordination also continued with our Orange County counterparts to ensure resources are available to support agencies across the region.

We also completed additional radio programming for California State Parks, the City of Hidden Hills, and California State University, Dominguez Hills. These efforts helped address important connectivity gaps and further strengthen communications interoperability. In addition, Downey Police Department, Manhattan Beach Police Department, the City of Compton, the City of Hidden Hills, and Signal Hill Police Department were brought online with additional interoperability channels, including mutual aid and regional channels. LA-RICS also provided radio training to the City of Compton as a new subscriber, helping ensure their personnel are prepared to effectively use the system and coordinate with neighboring agencies.

Our staff continued to provide hands-on support to agencies in the field as well. Coverage assessments were conducted at Henry Mayo Hospital and Cedars-Sinai Marina del Rey to evaluate LA-RICS radio coverage and identify any areas requiring additional attention. We also worked with Lancaster Police Department, Inglewood Police Department, and LASD Search and Rescue to troubleshoot issues involving missed encrypted radio transmissions and help ensure reliable communications.

LA-RICS also provided critical support to LASD Air Operations following the loss of the department's radio programmer. Staff assisted with training newly assigned personnel and developing radio code plugs, helping restore and maintain the department's internal programming capability. This support helped ensure proper radio programming, reduce the potential for service disruptions, and strengthen LASD Air Operations' ability to independently maintain its communications equipment and interoperability requirements.

On the system and infrastructure side, upgrades to the NICE logging system continue at both core sites, along with console equipment upgrades at the LA-RICS Headquarters site. Staff also remain engaged with MSI and Airwave Communications on coordination, asset tracking, and the ongoing TOP 700 MHz buildout. Coordination continues on the acquisition and tracking of assets needed for Frost Peak (FRP) ice-damage repairs, while inventory and asset audits are underway at system sites and storage locations as we prepare for the transition of the JACOBS team. Radio testing at Cedars-Sinai Tarzana Medical Center is also scheduled to take place.

LA-RICS continues to work closely with the United States Secret Service, which will serve as the lead federal agency for communications coordination and security operations supporting the LA28 Olympic and Paralympic Games. Recent discussions have focused on radio interoperability, system capabilities, and planning for future events. During the FIFA World Cup, Secret Service personnel utilized LA-RICS handheld radios at SoFi Stadium to monitor radio traffic and support situational awareness, with positive feedback regarding the performance of the system. As LA28 planning progresses, we anticipate continued coordination with the Secret Service, including additional site surveys and discussions regarding dedicated radio resources and interoperability requirements. This ongoing engagement will help ensure that LA-RICS remains aligned with our federal, state, and local partners as planning for LA28 moves forward.

At the request of the Los Angeles County Sheriff's Department, LA-RICS recently completed an assessment of its preparedness for the anticipated Super El Niño season. Overall, LA-RICS is well positioned to support LASD and its participating public safety agencies during severe weather events. The system has demonstrated a strong record of reliability during previous atmospheric river storms, high-wind events, Public Safety Power Shutoffs, and commercial power outages. Our Network Operations Center (NOC) provides continuous, 24/7 monitoring of the system, allowing staff to quickly identify and address issues as they arise. Backup generators and other resiliency measures are also in place to help maintain communications during extended power disruptions.

The primary concerns during a prolonged or widespread weather event are not the capability of the radio system itself, but the potential impacts to supporting infrastructure. Flooding, road closures, high winds, debris, commercial power loss, and restricted access to remote communications sites could affect the ability to conduct emergency repairs or replenish generator fuel. As part of our preparedness efforts, LA-RICS has requested the acquisition of an ATV and additional four-wheel-drive vehicles to provide staff with greater access to communications sites when road conditions are severely impacted. The request is currently awaiting approval from the Assistant Sheriff's Office. These resources would provide an additional capability to reach sites for emergency maintenance, repairs, and other critical support when conventional vehicle access may not be possible.

LA-RICS is also reviewing critical site readiness, backup power and fuel capacity, emergency response resources, alternate access routes, and the availability of personnel and equipment. We continue to coordinate with County partners, including the Office of Emergency Management, Public Works, Fire Department, and other supporting agencies, to strengthen regional preparedness. These efforts, combined with LA-RICS' existing

monitoring, maintenance, and response capabilities, will help ensure the system remains reliable and available to public safety agencies throughout a significant or prolonged weather event.

Finally, LA-RICS continues to support regional communications coordination through its participation in the LA Regional Interoperability Committee and leadership of the Operations Subcommittee. We will participate in the upcoming meeting with the City of Los Angeles on October 15 as we continue working toward greater consistency and coordination in regional communications. As part of that effort, the draft Standard Operating Procedures (SOP) have been distributed to all Operations Subcommittee members, and we are already receiving valuable feedback and recommendations from our stakeholders. The Operations Subcommittee is scheduled to meet on October 29, when we will review the draft with key stakeholders, discuss the feedback received, and make any necessary revisions. This collaborative process will help establish a solid foundation for the procedures and ensure they reflect the operational needs of the agencies that will ultimately rely on them during both routine operations and regional emergencies.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

October 1, 2026

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

Dear Directors:

APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. LA-RICS 026 WITH SAN LUIS AVIATION INC., DBA SLA CORP FOR ESCHAT

SUBJECT

Board approval is requested to delegate authority to the Executive Director to execute Amendment No. 1 to Agreement No. LA-RICS 026 (Agreement) with and San Luis Aviation, Inc, dba SLA Corporation, dba ESChat (ESChat) to add 4,000 ESChat licenses, for a cost increase in the amount of \$231,960.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 1 to the Agreement, in substantially similar form to the **Enclosure**, with ESChat, to add 4,000 ESChat licenses for a cost of \$57.99 per license per year for a total annual increase of \$231,960.
2. Approve an increase to the Total Annual Contract Sum as follows:
 - a. Reflect the cost of the additional 4,000 licenses at the rate of \$57.99 per license per year in the amount of \$231,960 per year.
 - b. Reflect the cost of the Authority's existing 750 licenses (Authority only charged for 740 licenses) at the rate of \$57.99 per license per year in the amount of \$42,913 per year.
 - c. Reflect Annual Subscription costs in the amount of \$10,600 per year.
 - d. Reflect an increase to the Total Annual Contract Sum the amount of \$285,473 from \$58,343 to \$343,816.

3. Delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 1, in substantially similar form, to the enclosed Amendment **(Enclosure)** and allow issuance of one or more Notices to Proceed for the work considered in Amendment No. 1.
4. Continue to delegate authority to the Executive Director to approve and execute amendments to the Agreement, including but not limited to, exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

BACKGROUND

As part of the Authority's goals to enhance interoperable communications for public safety, on July 10, 2025, your Board approved a sole source agreement with ESChat for ESChat Push to Talk (PTT) functionality for use on the Land Mobile Radio (LMR) System. This provided LA-RICS Subscriber agencies with ESChat PTT functionality to communicate with the LMR System from broadband devices such as smartphones, tablets, IoT devices to radios, etc. The agreement authorized ESChat to provide up to 750 licenses to operate ES Chat on the LMR System during the first year of the agreement service period.

The Authority provided ESChat licenses to Subscriber Agencies for a one (1) year trial period on a gratis basis which concludes in December of this year. In preparation of expiration of Year 1, Authority staff worked with Subscriber Agencies to determine how many licenses would be needed in Year 2.

On June 4, 2026, your Board approved an Amendment to Subscriber User Agreements, which among other things, provided for a "Value Add" of ESChat licenses on a gratis basis to Subscriber entities with an overall amount of 20,000+ devices on the LMR System. Additionally, in this same action, your Board approved an optional ESChat cost line of \$10 per device per month for Subscribers with less than 20,000 devices on the LMR System who would like to purchase ESChat services.

In connection with June 4, 2026, Board action and due to the overwhelming positive feedback received from Subscribers utilizing ESChat on the gratis trial period, we are requesting your Board consider approving Amendment No. 1 with ESChat, for the purchase of 4,000 additional ESChat licenses for distribution to Subscribers both on a gratis basis (20,000+ Subscriber entities) and for a cost of \$10 per device per month (less than 20,000 Subscriber entities).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve Amendment No. 1 with ESChat to include an additional 4,000 ESChat licenses to allow interested Subscriber Agencies

to continue to use ESChat either on a gratis basis or on a paid basis depending on the status of the entity as described in this Board Letter. If the recommend actions are approved by your Board, the Authority will proceed with executing Amendment No. 1 with ESChat.

FISCAL IMPACT/FINANCING

If approved by your Board, Amendment No. 1 will result in an increase in the amount of \$285,473 from \$58,343 to \$343,816. The purchase considered in Amendment No. 1 in the amount of \$231,960 will be funded by the Urban Areas Security Initiative (UASI) grants and \$111,856 from Subscriber Revenue in accordance with the LA-RICS Adopted Fiscal Year 2026-27 Operating Budget.

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

Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER ONE
CONTRACT NO. LA-RICS 026
CONSULTING SERVICES (ESCHAT)

This Amendment Number One (together with all exhibits, attachments, and schedules hereto, "Amendment No. 1") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and San Luis Aviation, Inc, dba SLA Corporation, dba ESChat ("Contractor"), effective as of _____ 2026, based on the following recitals:

RECITALS

WHEREAS, the Authority and Contractor have entered into that certain Contract No. LA-RICS 026 for consulting services, dated as of July 24, 2025 (together with all exhibits, attachments, and schedules thereto, the "Contract").

WHEREAS, the Authority and Contractor desire to amend the Agreement to (a) include 4,000 additional ESChat licenses at the rate of \$57.99 per license per year pursuant to Exhibit B (Pricing Schedule) for a cost increase in the amount of \$231,960; (b) reflect the cost for the existing 750 licenses (Authority only charged for 740 licenses) at the rate of \$57.99 per license per year in the amount of \$42,913; (c) reflect Annual Subscription costs in the amount of \$10,600; (d) increase the Total Contract Sum in the amount of \$285,473 from \$58,343 to \$343,816; and (e) make other certain changes as set forth in this Amendment No. 1.

WHEREAS, This Amendment No. 1 is authorized under Section 8 (Amendments) of the Contract.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 1, 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 Contract. Unless otherwise noted, section references in this Amendment No. 1 refer to sections of the Contract, as amended by this Amendment No. 1.

2. ACKNOWLEDGEMENTS

The parties agree and acknowledge the Contractor will provide the Authority with 4,000 additional licenses for ESChat PTT functionality use by LA-RICS Subscribers on the LMR System, for a total of 4,750 licenses, pursuant to Exhibit B (Pricing Schedule), which is revised under this Amendment No. 1, in exchange for \$231,960 for the additional 4,000 licenses for a period of one (1) year.

The parties further agree and acknowledge the Consultant will provide the Authority with the additional 4,000 licenses, and the Authority will pay for said additional licenses, prior to December 31, 2026.

Moreover, the parties agree and acknowledge that with respect to all 4,750 licenses, for subsequent years beyond the initial one (1) year period, the Authority will pay for license renewals at the conclusion of one (1) year period as licenses are deployed to Authority users, which may be staggered. The parties will work together to track when licenses are deployed to Authority users and will specify annual operational periods for Authority users, which may begin at different dates depending on when licenses are deployed to Authority users.

3. AMENDMENTS TO THE AGREEMENT EXHIBITS

- 3.1** Exhibit B (Schedule of Prices) is hereby deleted in its entirety and replaced with Exhibit B (Schedule of Prices) to include an additional 4,000 ESChat licenses, which is attached to this Amendment No. 1 and included herein by this reference.
- 4.** This Amendment No. 1 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1** An authorized agent of the Contractor has executed this Amendment No. 1;
 - 4.2** Counsel to the Authority has approved this Amendment No. 1 as to form;
 - 4.3** The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 1;
 - 4.4** The Executive Director of the Authority has executed this Amendment No. 1.
- 5.** Except as expressly provided in this Amendment No. 1, all other terms and conditions of the Contract, as amended, shall remain the same and in full force and effect.
- 6.** Contractor and the person executing this Amendment No. 1 on behalf of Contractor represent and warrant that the person executing this Amendment No. 1 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 1, and that all requirements of Contractor to provide such actual authority have been fulfilled.
- 7.** This Amendment No. 1 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
CONTRACT NO. LA-RICS 026
CONSULTING SERVICES (ESCHAT)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 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**

**SAN LUIS AVIATION, INC.,
dba SLA CORPORATION,
dba ESCHAT**

By: _____

Scott Edson
Executive Director

By: _____

Josh Lober,
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

PRICING SCHEDULE

YEAR 1:

SETUP COSTS (ONE-TIME COSTS) YEAR 1 ONLY			
Description	Quantity	Cost	Total
ISSI Gateway Setup (One Time)	1	\$4,830	\$4,830
Total Setup Costs:			\$4,830

ANNUAL SUBSCRIPTION OPTIONS			
Description	Quantity	Cost Per Year	Total
ISSI – Gateway Base	1	\$1,490	\$1,490
ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	5	\$994	\$4,970
ISSI – KMF OTAR Encryption (AES-256, ADP)	1	\$4,140	\$4,140
Total Annual Subscription Option Cost for Year 1:			\$10,600

PUBLIC SAFETY CUSTOMERS (LA-RICS)				
Description	Base Quantity (Notes 1,2)	Cost Per Month	Cost Per Year	Annual Total
Subscribers 1 – 5,000	750(Notes 1,2)	N/A	\$57.99	\$42,913
Total Annual Subscriber Costs for Year 1:				\$42,913

CONTRACT SUM (YEAR 1)			
Description	Quantity	Cost Per Year	Total
ONE-TIME COSTS			
ISSI Gateway Setup (One Time)	1	\$4,830	\$4,830
ANNUAL SUBSCRIPTION COSTS			
ISSI – Gateway Base	1	\$1,490	\$1,490
ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	5	\$994	\$4,970
ISSI – KMF OTAR Encryption (AES-256, ADP)	1	\$4,140	\$4,140
ANNUAL LA-RICS CUSTOMER COST			
Subscribers 1 – 5,000	750(Notes 1,2)	\$57.99	\$42,913
TOTAL ANNUAL CONTRACT SUM FOR YEAR 1:			\$58,343

NOTE 1: Year 1 is based on the one-time and annual costs for 750 Subscribers with the effective date commencing January 1, 2026 OR on the date the Subscriber goes live whichever occurs last. At the conclusion of Year 1, both parties will reassess the Subscriber count and re-baseline the Subscriber count and Annual Contract Sum for Year 2. The same process will occur for Year 3.

NOTE 2: ESChat has agreed to provide 10 additional Subscriber licenses (740 + 10 = 750) for a total of 750 Subscribers on a gratis basis.

YEAR 2+:

(AND SUBSEQUENT YEARS IF NO CHANGES TO LICENSE COUNT)

ANNUAL SUBSCRIPTION OPTIONS			
Description	Quantity	Cost Per Year	Total
ISSI – Gateway Base	1	\$1,490	\$1,490
ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	5	\$994	\$4,970
ISSI – KMF OTAR Encryption (AES-256, ADP)	1	\$4,140	\$4,140
Total Annual Subscription Option Cost for Year 2+:			\$10,600

PUBLIC SAFETY CUSTOMERS (LA-RICS)				
Description	Base Quantity (Notes 1,2,3)	Cost Per Month	Cost Per Year	Annual Total
Subscribers 1 – 5,000	4,750(Notes 1,2,3)	N/A	\$57.99	\$274,873
Total Annual Subscriber Costs for Year 2+:				\$274,873

CONTRACT SUM (YEAR 2+)			
Description	Quantity	Cost Per Year	Total
ANNUAL SUBSCRIPTION COSTS			
ISSI – Gateway Base	1	\$1,490	\$1,490
ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	5	\$994	\$4,970
ISSI – KMF OTAR Encryption (AES-256, ADP)	1	\$4,140	\$4,140
ANNUAL LA-RICS CUSTOMER COST			
Subscribers 1 – 5,000	4,750(Notes 1,2,3)	\$57.99	\$274,873
TOTAL ANNUAL CONTRACT SUM FOR YEAR 2+:			\$285,473

NOTE 1: Year 2 is based on the one-time and annual costs for 4,750 Subscribers with the effective date when the Subscriber goes live. At the conclusion of Year 2, both parties will reassess the Subscriber count and re-baseline the Subscriber count and Annual Contract Sum for Year 3. The same process will occur for subsequent years.

NOTE 2: ESChat has agreed to provide 10 additional Subscriber licenses (740 + 10 = 750) for a total of 750 Subscribers on a gratis basis.

NOTE 3: Pursuant to Amendment No. 1, the parties agree and acknowledge that with respect to all 4,750 licenses, for subsequent years beyond the initial one (1) year period, the Authority will pay for license renewals at the conclusion of one (1) year period as licenses are deployed to Authority users, which may be staggered. The parties will work together to track when licenses are deployed to Authority users and will specify annual operational periods for Authority users, which may begin at different dates depending on when licenses are deployed to Authority users.

MEMORIALIZED ESCHAT COSTS:

COMMERCIAL PRICING FOR PUBLIC SAFETY CUSTOMERS (FedRAMP)				
Volume ^{Note 4}	Reseller	Retail	Reseller	Retail
	(Month to Month)	(Month to Month)	(Annual)	(Annual)
Subscribers 1 – 5,000	\$5.37	\$9.76	\$57.99	\$105.44
Subscribers 5,001 and over	\$5.10	\$9.28	\$55.13	\$100.23

NOTE 4: Volume is aggregate of all customers.

P25 ISSI RADIO SYSTEM INTERFACE – ANNUAL SUBSCRIPTION OPTION		
Part Number	Description	Resale Price
ISSI-BASE-FR-C-R	ISSI – Gateway Base:	\$1,490/Year
ISSI-BEARER-FR-C-R	ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	\$994/Year
ISSI-SETUP-FR-C	ISSI – Gateway Setup (One Time)	\$4,830
ISSI-ENC-FR-C-R	ISSI – Static Key Encryption	\$2,898/Year
ISSI-KMF-FR-C-R	ISSI – KMF OTAR Encryption	\$4,140/Year



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

October 1, 2026

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

Dear Directors:

APPROVE AN AGREEMENT WITH WINC SERVICES, LLC FOR LA-RICS MANAGED INFORMATION TECHNOLOGY (IT) SERVICES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into an agreement (Agreement) with WinC Services, LLC (WinC Services) to provide the Authority with Managed Information Technology (IT) Services with a contract term of three (3) years, commencing upon the date of execution by both parties, with two (2) one-year renewal options, which may be exercised at the sole discretion of the Authority, with an annual Total Contract Sum of \$35,700 at a monthly rate of \$2,975.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an Agreement between the Authority and WinC Services, LLC (WinC Services), substantially similar in form to the enclosed Agreement (**Enclosure**), to provide the Authority with Managed IT Services at a monthly rate of \$2,975 and an annual Total Contract Sum of \$35,700, with a contract term of three (3) years, commencing upon the date of execution by both parties, with two (2) one-year renewal options, which may be exercised at the sole discretion of the Authority.
2. Delegate authority to the Executive Director to increase the Total Contract Amount annually by an additional aggregate not-to-exceed amount of \$25,000 contingency for additional IT related services such as IT upgrades, migrations, licensing, software acquisitions, implementations, advanced configurations, etc., that may be needed to

AGENDA ITEM H

ensure the Authority is in compliance with IT industry standards (i.e. cybersecurity, privacy, security, technical, and operational standards). Any such increase will be memorialized in the form of one or more amendments, provided any such amendments are approved as to form by Counsel to the Authority and cumulatively do not exceed \$25,000 per year.

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

BACKGROUND

Since 2020, the Authority has been operating without dedicated IT services and has relied heavily on the technical assistance of the Los Angeles County Sheriff's Department (Sheriff's Department). The Sheriff's Department has been a great partner to the Authority by providing interim services while in parallel the Authority worked to secure dedicated Managed IT Services to aid with its day-to-day IT operational needs.

The Authority's Administrative operations have recently been upgraded to a complete Microsoft Office 365 environment with corresponding updated equipment (laptops, docking stations, monitors, etc.) and now require dedicated Managed IT Services to oversee and manage the IT environment and infrastructure which include the following:

- ✓ Help Desk Support
- ✓ Email/Conference Call Support
- ✓ Microsoft 365 Administration
- ✓ Device Management
- ✓ Cybersecurity Services
- ✓ Backup and Disaster Recovery
- ✓ SharePoint and File Management
- ✓ Network Support
- ✓ IT Asset Management
- ✓ System Monitoring and Maintenance
- ✓ Onboarding and Offboarding of staff
- ✓ Compliance and Security Policies
- ✓ IT Strategy and Consulting
- ✓ Ancillary Services

In order to procure the Managed IT Services, the Authority issued an Invitation for Bids (IFB) for these services from qualified Bidders. What is before your Board for consideration today, is an Agreement with WinC Services to provide the Authority with

Managed IT Services. WinC Services was determined to be the lowest, most responsive, responsible Bidder in response to the IFB.

The Agreement before your Board for consideration has measures in place to ensure the Authority receives quality Managed IT Services. Such measures include, but are not limited to:

- ✓ **IT Assessment Report** – The Agreement includes a requirement that WinC Services provide the Authority with a comprehensive IT Assessment of the current IT environment, detailing its findings and recommendations within forty-five (45) days of issuance of the NTP.
- ✓ **Service Level Expectations (SLEs)** – The Agreement includes SLEs that outline response and resolutions times depending on severity of the issue (i.e. network outage, internet interruption, etc.). Moreover, it should be noted the SLEs proposed in WinC Services bid exceeded the Authority's SLEs and as a result the Agreement has been revised to reflect these robust SLEs.
- ✓ **Information Security and Privacy Requirements** – The Agreement includes extensive information and security privacy requirements to safeguard the integrity of the Authority's IT environment and information security. In addition, the Agreement includes comprehensive confidentiality and security measures to ensure the IT environment is secured against cybersecurity attacks and offers risk assessment measurements.
- ✓ **Insurance Requirements** – The Agreement also includes a full range of IT based insurance provisions, such as Professional Liability/Errors and Omissions, Technology Errors and Omissions, and Cybersecurity Liability Insurance, which will further safeguard the Authority from professional, technical, and/or cybersecurity incidents/liabilities attributed to WinC Services' performance under the Agreement.

With respect to the contingency of \$25,000 per year for additional IT related services, given this is our first contract for dedicated Managed IT Services since 2020 and the Authority is operating in a recently upgraded Microsoft Office 365 environment, the Authority's IT needs and infrastructure may require additional updates that are not yet known.

Part of WinC Services tasks is to provide the Authority with a comprehensive IT Assessment Report detailing the Authority's current IT environment, its findings and recommendations to ensure we are within industry IT standards. The Assessment Report will analyze the need for software upgrades, migration work, licensing, software acquisitions, implementations, advanced configurations, etc.

It is for these reasons your Board's approval is requested to authorize the Executive Director to enter into an Agreement with WinC Services for Managed IT Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Agreement with WinC Services for dedicated Managed IT Services for a monthly amount of \$2,975 amounting annually to \$35,700.

Should your Board approve the recommended actions, the Agreement be for a contract term of three (3) years, commencing upon the date of execution by both parties, with two (2) one-year renewal options, which may be exercised at the Authority's sole discretion.

CONTRACTING PROCESS

On June 24, 2026, the Authority released an Invitation for Bids (IFB) for LA-RICS Managed Information Technology Services. The IFB was posted on the County's "Doing Business with Los Angeles County" website and posted on the LA-RICS website.

On July 14, 2026, a Mandatory Bidder's Conference and Site Walk was held and on September 14, 2026, ten (10) bids were received. The lowest bid submitted by Winc Services was reviewed, and it was determined to have met the minimum mandatory requirements and was further determined to be the most responsive and responsible Bidder. As a result, it is recommended that your Board approve the proposed contract award to WinC Services.

FISCAL IMPACT/FINANCING

The annual not-to-exceed amount of \$35,700, with a monthly rate of \$2,975, plus an annual contingency of \$25,000 which if approved by your Board will be funded by the Subscriber Revenue in accordance with the LA-RICS Adopted Fiscal Year 2026-27 Operating Budget.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions and approves as to form.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority



CONTRACT NO. LA-RICS 029

BY AND BETWEEN

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

AND

WINC SERVICES, LLC

FOR

**LA-RICS MANAGED
INFORMATION TECHNOLOGY (IT) SERVICES**

AGENDA ITEM H - ENCLOSURE

**AGREEMENT FOR
LA-RICS MANAGED INFORMATION TECHNOLOGY (IT) SERVICES**

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CONTRACT EXHIBITS

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EXHIBIT B	SCHEDULE OF PRICES
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EXHIBIT D	CONSULTANT'S ADMINISTRATION
EXHIBIT E	INFORMATION SECURITY AND PRIVACY REQUIREMENTS
EXHIBIT F	CONSULTANT ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
EXHIBIT G	LA-RICS WORK ACCEPTANCE CERTIFICATE (WAC)

**AGREEMENT FOR
LA-RICS MANAGED INFORMATION TECHNOLOGY (IT)
SERVICES**

This Contract and Exhibits made and entered into this _____ day of _____, 2026 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority), hereinafter referred to as the Authority, and WinC Services, LLC, hereinafter referred to as Consultant.

RECITALS

WHEREAS, the Authority desires to contract with Consultant for the performance of Managed Information Technology (IT) Services as described in Exhibit A (Scope of Work) attached hereto and incorporated herein by this reference.

WHEREAS, the Consultant is a private firm specializing in providing Managed Information Technology (IT) Services and wishes to enter into this Contract.

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

1. APPLICABLE DOCUMENTS

Exhibits A through G 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.

EXHIBITS:

Exhibit A	Scope of Work
Exhibit B	Schedule of Prices
Exhibit C	Authority's Administration
Exhibit D	Consultant's Administration
Exhibit E	Information Security and Privacy Requirements
Exhibit F	Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement
Exhibit G	LA-RICS Work Acceptance Certificate (WAC)

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 an Amendment is prepared pursuant to Section 8 (Amendments) and signed by both parties.

2. DEFINITIONS

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

- 2.1** "Acceptance" means the LA-RICS Authority's Board of Directors or the Authority's Executive Director's acceptance of the work.
- 2.2** "Agreement/Contract" means the agreement, which has been executed by the Consultant and the Authority.
- 2.3** "Authority's Contract Manager" means the individual who will oversee the Consultant's work pursuant to Exhibit A (Scope of Work).
- 2.4** "Award of Contract" means the date the LA-RICS Joint Powers Authority (JPA) Board of Directors awards the construction Contract to the Consultant.
- 2.5** "Awarding Entity/Authority" means the Authority.
- 2.6** "Board of Directors" means the LA-RICS JPA Board of Directors.
- 2.7** "Consultant/Consultant" means the Consultant awarded the Agreement by the LA-RICS Board of Directors.
- 2.8** "County" means the County of Los Angeles, California.
- 2.9** "Day" means calendar day unless otherwise specified.
- 2.10** "Executive Director" means the Executive Director of the LA-RICS Authority or his authorized representative.
- 2.11** "Fiscal Year" means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12** "LA-RICS Authority" or "Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.
- 2.13** "Notice to Proceed" means the date the Executive Director authorizes the Consultant to proceed with the Contract work.
- 2.14** "Work" means the tasks, responsibilities, work set forth in this Agreement and Exhibits, including but not limited to Exhibit A (Scope of Work) and includes all other labor, materials, equipment, and services provided or to be provided by the Consultant to fulfill the Consultant's obligations.

3. WORK

- 3.1** Pursuant to the provisions of this Contract, the Consultant must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein.
- 3.2** The scope of work shall be as outlined in Exhibit A (Scope of Work). No work shall commence on this project until a written Notice to Proceed (NTP) is issued by the Authority. The Authority does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written NTP is issued by the Authority. Consultant is also referred to herein as Consultant.
- 3.3** If the Consultant 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 Consultant, and the Consultant will have no claim whatsoever against the Authority.

4. TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years commencing on the date of execution of the Contract by both parties.
- 4.2** The Authority will have the sole option to extend this Contract term for up to two (2) additional one-year renewal options, for a maximum total Contract term of five (5) years. Each such option and extension will be exercised at the sole discretion of the Authority.
- 4.3** The County maintains a database that tracks/monitors Consultant performance history, which the Authority utilizes. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future Authority contract or extension option.
- 4.4** The Consultant must notify Authority when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant must send written notification to the Authority at the address provided in Exhibit C (Authority's Administration).

5. CONTRACT SUM

5.1 Total Contract Sum

The Contract Sum under this contract will be the total monetary amount payable by Authority to the Consultant for supplying all the tasks, deliverables, goods, services and other work specified under Exhibit A (Scope of Work) and in this Contract. Consultant will provide services at the rate identified in Exhibit B (Schedule of Prices).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Consultant must maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Consultant 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 Consultant will have no claim against Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Contract. Should the Consultant receive any such payment it must immediately notify the Authority and must immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Contract will not constitute a waiver of Authority's right to recover such payment from the Consultant.

5.5 Invoices and Payments

5.5.1 The Consultant is required to obtain the Authority's Acceptance of all tasks, deliverables, goods, services, and other work specified in Exhibit A (Scope of Work) by way of Exhibit G (Work Acceptance Certificate [WAC]), which shall be signed by the Authority's Contract Manager set forth in Exhibit A (Scope of Work). The Consultant must invoice the Authority only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder and provide information that describes the work performed. The Consultant must prepare invoices, which will include the charges owed to the Consultant by the Authority under the terms of this Agreement, and be accompanied by a WAC.

- 5.5.2 The Consultant's payments will be as provided pursuant to Section 5.1 (Total Contract Sum) to this Agreement, and the Consultant will be paid only for the tasks, deliverables, goods, services, work hours and facility and other work authorized in writing by way of issuance of a Notice to Proceed (NTP) by the Authority. If the Authority does not approve work in writing, no payment will be due to the Consultant for that work.
- 5.5.3 The Consultant must submit the monthly invoices to the Authority by the 15th calendar day of the month following the month of service.
- 5.5.4 All invoices under this Agreement must be submitted via email to the LA-RICS Authority Fiscal Officer at Gina.Samy@la-rics.org or mail to:

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

5.6 Authority Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the Authority's Project Manager, by way of a WAC, 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.

5.7 Unresolved Disallowed Costs

Consultant must not invoice the Authority for disallowed costs under the Contract. Correspondingly, the Consultant must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the Authority and remain unpaid for a period of six (6) months or more from the date of a County Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the Authority, non-compliance by Consultant regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the Authority. Further, if Consultant has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six (6) months since the date of the A-C Report, they will be disqualified from future Authority solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the Authority, or have been resolved.

5.8 Cost of Living Adjustments (COLA's)

If requested by the Consultant prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Section 4 (Term of Contract), in particular Section 4.2, may at the sole discretion of the Authority, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase may take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Consultant must submit a written request along with appropriate justification to the Contract Analyst identified in Exhibit C (Authority Administration) sixty (60) days prior to "the contract anniversary date" or "exercising the additional option year periods" identified in Section 4.2.

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

- 5.9.1 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 County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the County Auditor-Controller (A-C).
- 5.9.2 The Consultant 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.
- 5.9.3 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.
- 5.9.4 At any time during the duration of the contract, a Consultant 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 contracting department(s), will decide whether to approve exemption requests.

6. ADMINISTRATION OF CONTRACT – AUTHORITY

6.1 Authority's Administration

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

6.2 Authority's Project Director

Responsibilities of the Authority's Project Director include:

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

6.3 Authority's Contract Manager

The responsibilities of the Authority's Contract Manager include:

- 6.3.1 Meeting with the Consultant's Project Manager on a regular basis and overseeing the day-to-day administration of this Contract; however, in no event will Consultant's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Consultant.

The Authority's Contract 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 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.

7. ADMINISTRATION OF CONTRACT – CONSULTANT

7.1 Consultant's Administration

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

7.2 Consultant's Project Manager

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

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

7.2.2 The Consultant's Project Manager will also be responsible for coordinating and communicating with the Authority's Project Director as may be needed.

7.3 Approval of Consultant's Staff

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

7.4 Background and Security Investigations

7.4.1 Each of Consultant's staff performing services under this Contract who is in a designated sensitive position, as determined by Authority and in the Authority's sole discretion, must undergo and pass a background investigation to the satisfaction of Authority as a condition of beginning and continuing to perform services under this Contract. 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 Consultant, regardless if the member of Consultant's staff passes or fails the background investigation.

- 7.4.2 If a member of Consultant's staff does not pass the background investigation, the Authority may request that the member of Consultant'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 Consultant or to Consultant's staff any information obtained through the Authority's background investigation.
- 7.4.3 The Authority, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the Authority or whose background or conduct is incompatible with Authority and/or County facility access.
- 7.4.4 These terms will also apply to Subconsultants of Authority Consultants.
- 7.4.5 Disqualification of any member of Consultant's staff pursuant to this Section 7.5 will not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Consultant must maintain the confidentiality of all records and information 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 Consultant must indemnify, defend, and hold harmless the Authority, its member agencies, subscribers and affiliate users of the LMR System, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or Subconsultants, to comply with this Section, as determined by Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Section will be conducted by Consultant and performed by counsel selected by Consultant 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 Consultant 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, Counsel to the Authority, and reimbursement from Consultant for all such costs and expenses incurred by Authority in doing so. Consultant will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the Authority without the Authority's prior written approval.

7.5.3 Consultant must inform all of its officers, employees, agents and subconsultants providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Consultant must sign and adhere to the provisions of Exhibit F (Consultant Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8. AMENDMENTS

8.1 For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Consultant and by Executive Director.

8.2 The Authority's 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's Board of Directors. To implement such changes, an Amendment to the Contract must be prepared and executed by the Consultant and by the Executive Director.

8.3 The Executive Director, may at their sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Consultant 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 Consultant and by Executive Director.

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

9.1 The Consultant must notify the Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant is restricted from legally notifying the Authority of pending acquisitions/mergers, then it should notify the Authority of the actual acquisitions/mergers as soon as the law allows and provide to the Authority the legal framework that restricted it from notifying the Authority prior to the actual acquisitions/mergers.

- 9.2** The Consultant 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 paragraph, the 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 the Authority's sole discretion, against the claims, which the Consultant may have against the Authority.
- 9.3** Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any person or entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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, the Authority will be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

10. AUTHORIZATION WARRANTY

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

11. BUDGET REDUCTIONS

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

12. COMPLAINTS

At the sole discretion of the Authority, the Consultant must develop and maintain operating procedures for receiving, investigating and responding to complaints.

- 12.1** Within twenty (20) business days after the Contract effective date, the Consultant must provide the Authority with the Consultant's procedures for receiving, investigating and responding to user complaints.
- 12.2** The Authority will review the Consultant's procedures and provide the Consultant with approval of said procedures or with requested changes.
- 12.3** If the Authority requests changes in the Consultant's procedures, the Consultant must make such changes and resubmit the procedures within five (5) business days for the Authority's approval.
- 12.4** If, at any time, the Consultant wishes to change the Consultant's procedures, the Consultant must submit proposed changes to the Authority for approval before implementation.
- 12.5** The Consultant must preliminarily investigate all complaints and notify the Authority's Project Manager and the Authority's Contract Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 12.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 12.7** Copies of all written responses must be sent to the Authority's Project Manager and the Authority's Contract Manager within two (2) business days of mailing and/or emailing the complainant.

13. COMPLIANCE WITH APPLICABLE LAWS

- 13.1** In the performance of this Contract, Consultant 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.
- 13.2** Consultant must indemnify, defend, and hold harmless the Authority, its member agencies, its subscribers and affiliate users of the LMR System, its directors, its appointed officers, employees, agents, volunteers, trustees, site owners, site lessors, and licensors from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or

Subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Section will be conducted by Consultant and performed by counsel selected by Consultant 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 Consultant 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, Counsel to the Authority, and reimbursement from Consultant for all such costs and expenses incurred by the Authority in doing so. Consultant 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.

14. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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, Consultant certifies to the Authority:

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

15. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

15.1 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](#).

15.2 Written Employee Jury Service Policy

- ✓ Unless the Consultant, also referred to herein as 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.
- ✓ For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or the Authority or a subcontract with a County or an 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 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 Section. 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.
- ✓ 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 Consultant 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.

- ✓ 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.

16. CONFLICT OF INTEREST

- 16.1** No Authority or County employee whose position with the Authority or County 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 Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant 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.
- 16.2** The Consultant 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 Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant 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.

17. CONSULTANT RESPONSIBILITY AND DEBARMENT

17.1 Responsible Consultant

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

17.2 Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the Authority acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Authority may, in addition to other

remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the Authority.

17.3 Non-responsible Consultant

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

17.4 Contractor Hearing Board

- ✓ If there is evidence that the Consultant may be subject to debarment, the Authority will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- ✓ The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Authority will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.
- ✓ 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

- ✓ If a Consultant has been debarred for a period longer than five (5) years, that Consultant 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 Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Authority.
- ✓ The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant 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.
- ✓ 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.

17.5 Subconsultants of Consultant

These terms will also apply to Subconsultants of Authority Consultants.

18. CONSULTANT'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the County, and by extension the Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant must notify and provide to its employees, and will require each Subconsultant to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Consultant understands that it is the County's policy to encourage all County and

Authority Consultants to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Consultant's place of business. The Consultant will also encourage its subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business.

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

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

19.1 The Consultant acknowledges that the County, and by extension the Authority, has established a goal of ensuring that all individuals who benefit financially from the Authority and the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the Authority, County and its taxpayers.

19.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant 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).

20. AUTHORITY'S QUALITY ASSURANCE PLAN

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

21. DAMAGE TO AUTHORITY OR COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 21.1** The Consultant will repair, or cause to be repaired, at its own cost, any and all damage to Authority and/or County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs must be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 21.2** If the Consultant fails to make timely repairs, the Authority may make any necessary repairs. All costs incurred by the Authority, as determined by the Authority, for such repairs must be repaid by the Consultant by cash payment upon demand.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

- 22.1** The Consultant 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 Consultant 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 Consultant must retain all such documentation for all covered employees for the period prescribed by law.
- 22.2** The Consultant must indemnify, defend, and hold harmless, the Authority, its member agencies in the Authority, its subscribers and affiliates of the LMR System, its directors, its appointed officers, its agents, officers, employees, volunteers, trustees, site owners, site lessors, and site licensors from employer sanctions and any other liability which may be assessed against the Consultant 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.

23. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

- 23.1** This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one 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.

- 23.2** The Authority and the Consultant hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8 (Amendments) 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.

24. FAIR LABOR STANDARDS

The Consultant must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the Authority and its agents, officers, and employees 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 Consultant's employees for which the Authority may be found jointly or solely liable.

25. FORCE MAJEURE

- 25.1** 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 Subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Section as "force majeure events").
- 25.2** Notwithstanding the foregoing, a default by a Subconsultant of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such Subconsultant, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this Section the term "Subconsultant" and "Subconsultants" mean Subconsultant at any tier.
- 25.3** In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

26. GOVERNING LAW, JURISDICTION, AND VENUE

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

27. INDEPENDENT CONSULTANT STATUS

- 27.1** This Contract is by and between the Authority and the Consultant 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 Consultant. 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.
- 27.2** The Consultant 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 Consultant.
- 27.3** The Consultant understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the Authority. The Consultant 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 Consultant pursuant to this Contract.
- 27.4** The Consultant must adhere to the provisions stated in Section 7.5 (Confidentiality).

28. INDEMNIFICATION

The Consultant must indemnify, defend and hold harmless the Authority, its member agencies, its subscribers and affiliate users of the LMR System, its directors, appointed officers, employees, agents, volunteers, trustees, 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.

29. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

29.1 Without limiting Consultant's indemnification of the Authority, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant must provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 29 (General Provisions for all Insurance Coverage) and Section 30 (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 Consultant pursuant to this Contract. The Authority in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

29.2 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 the Authority and its Agents (defined below) has been given Insured status under the Consultant'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 Consultant's policy expiration dates. The Authority reserves the right to obtain complete, certified copies of any required Consultant and/or Subconsultant 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 Consultant 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 Consultant, 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
Attention: LA-RICS Contracts Section
Scott.Edson@la-rics.org

- ✓ Consultant also must promptly report to Authority any injury or property damage accident or incident, including any injury to a Consultant employee occurring on Authority property, and any loss, disappearance, destruction, misuse, or theft of Authority property, monies or securities entrusted to Consultant. Consultant also must promptly notify the Authority of any third party claim or suit filed against Consultant or any of its Subconsultants which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Consultant and/or Authority.

29.3 Additional Insured Status and Scope of Coverage

The Authority, its member agencies, its subscribers and affiliate users of the LMR System, its directors, appointed officers, agents, employees, volunteers, trustees, site owners, site lessors, and licensors (collectively Authority and its Agents) must be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant'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 Consultant's acts or omissions, whether such liability is attributable to the Consultant 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.

29.4 Cancellation of or Change in Insurance

Consultant must provide Authority with, or Consultant'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.

29.5 Failure to Maintain Insurance

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

29.6 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 the Authority.

29.7 Consultant's Insurance Must Be Primary

Consultant'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 Consultant. Any Authority maintained insurance or self-insurance coverage must be in excess of and not contribute to any Consultant coverage.

29.8 Waivers of Subrogation

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

29.9 Subconsultant Insurance Coverage Requirements

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

29.10 Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies will not obligate the Authority to pay any portion of any Consultant deductible or SIR. The Authority retains the right to require

Consultant to reduce or eliminate policy deductibles and SIRs as respects the Authority, or to provide a bond guaranteeing Consultant'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.

29.11 Claims Made Coverage

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

29.12 Application of Excess Liability Coverage

Consultants 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.

29.13 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.

29.14 Alternative Risk Financing Programs

The Authority reserves the right to review, and then approve, Consultant 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.

29.15 Authority Review and Approval of Insurance Requirements

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

30. INSURANCE COVERAGE

- 30.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the 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

30.2 Automobile Liability

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 Consultant's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

30.3 Workers Compensation and Employers' Liability

Workers Compensation and Employer's 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 Consultant 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 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. If applicable to Consultant'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.

30.4 Professional Liability/Errors and Omissions

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

30.5 Technology Errors and 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 \$2 million.

30.6 Cyber Liability Insurance

The Consultant must secure and maintain cyber liability insurance coverage with limits of \$1 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of Authority Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Consultant must add the Authority as an additional insured to its cyber liability insurance policy and provide to the Authority certificates of insurance evidencing the foregoing upon the Authority's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Consultant's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

31. LIQUIDATED DAMAGES

- 31.1** If, in the judgment of the Executive Director, or their designee, the Consultant 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 Consultant'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 Consultant from the Authority, will be forwarded to the Consultant by the Executive Director, or their designee, in a written notice describing the reasons for said action.
- 31.2** If the 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 Consultant over a certain time span, the Executive Director, or their designee, will provide a written notice

to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Executive Director, or their designee, may: (a) Deduct from the Consultant'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 Consultant 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 Five Hundred Dollars (\$500) per day per infraction, hereunder, and that the Consultant will be liable to the Authority for liquidated damages in said amount. Said amount will be deducted from the Authority's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant 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 Consultant, will be deducted and forfeited from the payment to the Consultant from the Authority, as determined by the Authority.

- 31.3** The action noted in Section 31.2 must not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Authority cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- 31.4** This Section 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 Section 31.2, and must not, in any manner, restrict or limit the Authority's right to terminate this Contract as agreed to herein.

32. MOST FAVORED PUBLIC ENTITY

If the Consultant's prices decline, or should the Consultant 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.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 33.1** The Consultant 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.

33.2 Consultant certifies to the Authority each of the following:

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

33.3 The Consultant 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.

33.4 The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

33.5 The Consultant 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.

33.6 The Consultant will allow Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Section 33 when so requested by the Authority.

33.7 If the Authority finds that any provisions of this Section 33 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 Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Authority that the Consultant has violated the anti-discrimination provisions of this Contract.

- 33.8** The parties agree that in the event the Consultant 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.

34. NON EXCLUSIVITY

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

35. 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.

36. NOTICE OF DISPUTES

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

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant must notify its employees, and will require each subconsultant 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.

38. NOTICES

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit C (Authority's Administration) and Exhibit D (Consultant's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director or designee 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 Consultant 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 Consultant; all information obtained in connection with the Authority's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Section 42 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for 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 except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) 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 bid marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

41. PUBLICITY

41.1 The Consultant 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 Consultant's need to identify its services and related clients to sustain itself, the Authority will not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- ✓ The Consultant must develop all publicity material in a professional manner; and
- ✓ During the term of this Contract, the Consultant 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 Authority's Project Director.

41.2 The Consultant may, without the prior written consent of the Authority, indicate in its bids and sales materials that it has been awarded this Contract with the Authority, provided that the requirements of this Section 41 (Publicity) will apply.

42. RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

42.1 The Consultant must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant 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 Consultant 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 Consultant at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the Authority's option, the Consultant 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.

42.2 In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant must file a copy of such audit report with the Authority and the Auditor Controller within thirty (30) days of the Consultant'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).

- 42.3** Failure on the part of the Consultant to comply with any of the provisions of this Section 42 will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract.
- 42.4** 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 Consultant 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 Consultant, then the difference must be either: a) repaid by the Consultant to the Authority by cash payment upon demand or b) at the sole option of the Authority or the Auditor-Controller, deducted from any amounts due to the Consultant from the Authority, whether under this Contract or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Consultant, then the difference will be paid to the Consultant 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 of Los Angeles's Board policy to reduce the amount of solid waste deposited at the County landfills, which the Authority recognizes, the Consultant 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 Consultant **without the advance approval of the Authority**. Any attempt by the Consultant to subcontract without the prior consent of the Authority may be deemed a material breach of this Contract.
- 44.2** If the Consultant desires to subcontract, the Consultant must provide the following information promptly at the Authority's request:
- ✓ A description of the work to be performed by the Subconsultant;
 - ✓ A draft copy of the proposed subcontract; and
 - ✓ Other pertinent information and/or certifications requested by the Authority.
- 44.3** The Consultant must indemnify and hold the Authority harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.

- 44.4** The Consultant will remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract, notwithstanding the Authority's approval of the Consultant'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 Subconsultant employees, providing services under this Contract. The Consultant is responsible to notify its Subconsultants of this Authority right.

- 44.6** The Authority's Project Director is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and Subconsultant employees. After approval of the subcontract by the Authority, Consultant must forward a fully executed subcontract to the Authority for their files.

- 44.7** The Consultant will be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.

- 44.8** The Consultant must obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the Authority from each approved Subconsultant. Before any Subconsultant employee may perform any work hereunder, Consultant must ensure delivery of all such documents to:

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

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

Failure of the Consultant to maintain compliance with the requirements set forth in Section 19 (Consultant's Warranty of Adherence to County's Child Support Compliance Program), 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 Consultant 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 Section 47 (Termination for Default) and pursue debarment of the Consultant), 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 effectuated by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 46.2** After receipt of a notice of termination and except as otherwise directed by the Authority, the Consultant must stop work under this Contract on the date and to the extent specified in such notice.
- 46.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract must be maintained by the Consultant in accordance with Section 42 (Record Retention and Inspection/Audit Settlement).

47. TERMINATION FOR DEFAULT

- 47.1** The Authority may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of Authority's Project Director:
- ✓ Consultant has materially breached this Contract; or
 - ✓ Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - ✓ Consultant 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 Section 47.1, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods and services similar to those so terminated. The Consultant will be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Consultant will continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 47.3** Except with respect to defaults of any Subconsultant, the Consultant will not be liable for any such excess costs of the type identified in Section 47.2 if its failure to perform this Contract arises out of causes beyond the control

and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Section 47.3, the terms "Subconsultant" and "Subconsultants" mean Subconsultant(s) at any tier.

- 47.4** If, after the Authority has given notice of termination under the provisions of this Section 47, it is determined by the Authority that the Consultant was not in default under the provisions of this Section 47, or that the default was excusable under the provisions of Section 47.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Section 46 (Termination for Convenience).
- 47.5** The rights and remedies of the Authority provided in this Section 47 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 Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any Authority officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. In the event of such termination, the Authority will be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.
- 48.2** The Consultant must immediately report any attempt by an Authority officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

- 49.2** The rights and remedies of the Authority provided in this Section 49 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 Consultant, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Consultant, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant 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 Consultant'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 Consultant 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 Section 53 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 Consultant 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 Consultant 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

55.1 Consultant acknowledges that the Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Authority 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 of Los Angeles and its taxpayers.

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

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

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

57. TIME OFF FOR VOTING

The Consultant must notify its employees, and must require each Subconsultant 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 Consultant and Subconsultants 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

58.1 Consultant acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Consultants from engaging in human trafficking, which the Authority recognizes.

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

58.3 Disqualification of any member of Consultant's staff pursuant to this Section will not relieve Consultant 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

Consultant, and its Subconsultants, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for](#)

[Employers](#)). Consultant'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.

60. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

61. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

62. INJURY AND ILLNESS PREVENTION PROGRAM

Consultant 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. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Consultant and its Subconsultants, are prohibited from making a contribution of more than \$500 to 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 Section, may be a material breach of this Contract as determined in the sole discretion of the Authority.

64. INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Consultant must comply with the requirements set forth in Exhibit E (Information Security and Privacy Requirements).

65. COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the County Board of Supervisors, and by extension the Authority, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for Authority rs. In support of the subject initiative, IT Consultants currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Consultants must report such programs available to: WITProgram@isd.lacounty.gov.

66. 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:

Section 1	Applicable Documents
Section 2	Definitions
Section 3	Work
Section 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Section 7.5	Confidentiality
Section 8	Amendments
Section 9	Assignment and Delegation/Mergers or Acquisitions
Section 13	Compliance with Applicable Laws
Section 24	Fair Labor Standards
Section 25	Force Majeure
Section 26	Governing Law, Jurisdiction, and Venue
Section 28	Indemnification
Section 29	General Provisions for all Insurance Coverage
Section 31	Liquidated Damages
Section 38	Notices
Section 42	Record Retention and Inspection-Audit Settlement
Section 46	Termination for Convenience
Section 47	Termination for Default
Section 52	Validity

Section 53	Waiver
Section 61	Prohibition from Participation in Future Solicitation(s)
Section 63	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Section 64	Information Security and Privacy Requirements
Section 66	Survival

IN WITNESS WHEREOF, Consultant has executed this Contract, or caused it to be duly executed and the Authority, by order of its Board of Directors, and has caused this Contract to be executed the day and year first above written.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

WINC SERVICES, LLC.

By: _____
Scott Edson
Executive Director

By: _____
Chris Nguyen
Founder and Principal

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

SCOPE OF WORK LA-RICS MANAGED INFORMATION TECHNOLOGY SERVICES

A. AUTHORITY'S CONTRACT MANAGER

The Authority's Contract Manager who will oversee the Consultant's work will be the Seargent Alvaro Sierra who can be contacted at asierra@lasd.org or, (323) 881-8175 or at (323) 527-3179 and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Contract Manager, designee, or the Executive Director are the only persons authorized by the Authority to request work of the Consultant.

B. BACKGROUND

The purpose of this Scope of Work (SOW) is for professional Managed Information Technology (IT) Services to support, among other things, the LA-RICS Authority's technology infrastructure, end users, and cloud environment. The Authority currently operates with approximately thirty (30) users and utilizes Microsoft 365 services including Exchange Online, SharePoint, OneDrive, and Microsoft Teams. Dell laptops are used as primary user devices.

Moreover, LA-RICS partners with the County of Los Angeles Sheriff's Department (LASD) for its internet services (i.e. router, DNS, DHCP), firewall management, and printer management. As such, coordinating with LASD on behalf of LA-RICS may be necessary from time to time.

As part of this SOW, the Consultant will deliver proactive monitoring, administration, cybersecurity, technical support, and strategic IT guidance to ensure reliable, secure, and efficient technology operations.

C. WORK LOCATION

The office work location is as follows:

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

The Consultant's offices may be located offsite. In the event it is necessary for the Consultant to perform and/or carry out any of the scope/responsibilities set forth in this Exhibit A (Scope of Work) at the LA-RICS office work location, Consultant shall comply.

D. HOURS AND DAYS OF SERVICE

The hours of services shall be primarily available during normal business hours, which is from 8 a.m. to 5:30 p.m. Monday through Thursday, except County observed holidays, unless otherwise agreed upon between the Authority and Consultant. However, there may be instances when the Consultant will be required to work outside of normal business hours in order to perform the Base Scope of Services work and services set forth in this Exhibit A (Scope of Work). It is estimated the Base Scope of Service hours will amount to approximately forty (40) hours per month. However, this is only an estimate, and the Base Scope of Service hours may be less than or may exceed forty (40) hours per month. Irrespective of the Base Scope of Service hours provided per month, either less than or more than forty (40) hours per month, Consultant will be paid the monthly rate identified in Exhibit B (Schedule of Prices).

Holidays observed by the County of Los Angeles and by extension the Authority are as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples Day
Presidents' Day	Veterans Day
Farmworkers Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

E. BASE SCOPE OF SERVICES

1. ENVIRONMENT SUMMARY

The LA-RICS technological environment consists of the following:

- ✓ Approximately thirty (30) users
- ✓ Dell laptops running Windows
- ✓ Microsoft 365 environment including Exchange Online, SharePoint, Microsoft Security, OneDrive, and Microsoft Teams
- ✓ Cloud-based document collaboration
- ✓ Remote and office-based users
- ✓ Standard business productivity applications
- ✓ Internet Services provided by LASD (router, DNS, DHCP)
- ✓ Firewalls managed by LASD
- ✓ Printers managed by LASD via Xerox

2. MANAGED IT SERVICES

Consultant shall deliver comprehensive managed IT services including, but not limited to, help desk support, system administration, cybersecurity, and proactive monitoring.

2.1 Help Desk Support

- a. Consultant shall provide help desk support services including phone, email, and remote support. Troubleshoot Windows OS, Microsoft 365 applications, email issues, printer problems, SharePoint access, network connectivity, and laptop performance issues. Assist with password resets, account access issues, and system troubleshooting.
- b. Consultant will be required to communicate and coordinate with LASD, on behalf of the Authority, from time to time as LASD manages LA-RICS' internet services, firewall management, printer management. Until such time as the Consultant becomes familiar with LA-RICS' IT infrastructure, initially communications with LASD will be filtered through the Authority's Contract Manager. Once the Authority's Contract Manager is satisfied with the Consultant's knowledge and understanding of the LA-RICS IT infrastructure and has established a professional rapport with LASD IT personnel, then the Consultant will be granted discretion to work directly with LASD IT personnel.
- c. Help desk notifications will be initiated by the Authority and may be in the form of a phone call, an email transmission, or the initiation of a ticket in a Help Desk ticketing system (as may be used by the Consultant). Response times are detailed in Section 4 (Service Level Expectations) of this Exhibit A (Scope of Work).
- d. Standard support hours will be primarily during normal working hours as described in Section D (Hours and Days of Service) of this Exhibit A (Scope of Work). However, Consultant is required to perform all the Base Scope of Services work identified in Section E (Base Scope of Services) of this Exhibit A (Scope of Work), irrespective if the work is required to be performed within normal working hours **OR** outside of normal working hours.
- e. At the discretion of the Authority, Consultant shall ensure a Consultant employee reports to the LA-RICS Headquarters once a month to deliver on-site Help Desk Services. The Authority's Contract Manager will coordinate these on-site services.

2.2 Microsoft 365 Administration

Consultant shall provide Microsoft Office 365 support as follows:

- ✓ User account creation, modification, and removal
- ✓ License management
- ✓ Exchange Online administration
- ✓ SharePoint administration and permissions
- ✓ OneDrive management
- ✓ Microsoft Teams management
- ✓ Distribution groups and shared mailboxes
- ✓ Multi-Factor Authentication (MFA) management
- ✓ Conditional Access policies
- ✓ Mail flow troubleshooting
- ✓ Security monitoring for suspicious logins
- ✓ Policy or Configuration management

2.3 Device Management

Consultant shall provide Device Management support as follows:

- ✓ Laptop configuration and deployment
- ✓ Device inventory tracking
- ✓ Windows operating system updates
- ✓ Patch management
- ✓ Endpoint security configuration
- ✓ Remote device management
- ✓ Antivirus or Endpoint Detection and Response (EDR)
- ✓ Hard drive encryption using BitLocker
- ✓ Hardware troubleshooting
- ✓ Warranty coordination with Dell

2.4 Cybersecurity Services

Consultant shall provide Cybersecurity services and support as follows:

- ✓ Endpoint protection and EDR monitoring
- ✓ Antivirus management
- ✓ Email phishing protection
- ✓ Malware protection
- ✓ Security patching
- ✓ Vulnerability scanning

- ✓ Security incident response
- ✓ Security awareness training for employees

2.5 Backup and Disaster Recovery

Consultant shall provide Backup and Disaster Recovery support via the LA-RICS DATTO SAAS product as follows:

- ✓ Microsoft 365 backups
- ✓ SharePoint backups and restoration
- ✓ OneDrive backups and File restoration
- ✓ Email backups and restoration
- ✓ Backup monitoring
- ✓ Backup restoration testing
- ✓ Disaster recovery planning

2.6 SharePoint and File Management

Consultant shall provide SharePoint and File Management support as follows:

- ✓ Folder structure management
- ✓ Permission management
- ✓ File access troubleshooting
- ✓ Document library configuration
- ✓ Version control management
- ✓ SharePoint site creation and maintenance

2.7 Network Support (If Applicable)

Consultant shall provide Network Support as follows as may be needed:

- ✓ Router and firewall management
- ✓ Wi-Fi configuration and troubleshooting
- ✓ Network performance monitoring
- ✓ VPN configuration
- ✓ Secure remote access setup

2.8 IT Asset Management

Consultant shall provide IT Asset Management support services as follows:

- ✓ Device inventory
- ✓ Software license tracking
- ✓ Warranty tracking
- ✓ Hardware lifecycle management
- ✓ Asset documentation

2.9 System Monitoring and Maintenance

Consultant shall provide System Monitoring and Maintenance support services as follows:

- ✓ Device health monitoring
- ✓ Security monitoring
- ✓ Performance monitoring
- ✓ Disk usage monitoring
- ✓ Patch management
- ✓ Preventative maintenance
- ✓ Compliance audits
- ✓ Data Loss Prevention (DLP)

2.10 Onboarding and Offboarding

Consultant shall provide Onboarding and Offboarding support services. Employee onboarding support includes Microsoft 365 account setup, license assignment, laptop configuration, email setup, SharePoint access, and security configuration.

Employee offboarding support includes disabling accounts, securing company data, transferring files or email if needed, removing device access, and reclaiming licenses.

2.11 Compliance and Security Policies

Consultant shall assist with the development and maintenance of IT policies including acceptable use policy, data security policy, password policy, backup policy, and incident response plan.

2.12 IT Strategy and Consulting

Consultant shall provide IT Strategy and Consulting support services as follows:

- ✓ IT budgeting guidance
- ✓ Technology roadmap planning
- ✓ Cybersecurity improvement recommendations

- ✓ Infrastructure planning
- ✓ Vendor and software recommendations

2.13 Ancillary Services

Consultant shall provide ancillary services on an as-needed basis as follows:

- ✓ Provide Training in connection with IT related managed services
- ✓ Participate in price negotiations for IT related needs
- ✓ IT Equipment inventory audits
- ✓ Smart device setup

3. REPORTING AND DOCUMENTATION

Consultant shall deliver to the Authority monthly reporting, which shall include service reports, security reports, system health reports, and asset inventory updates. At commencement of the Agreement, Consultant shall provide the Authority with a draft report for approval demonstrating what information will be contained in the monthly reporting moving forward.

Consultant shall also maintain documentation for systems, architecture, and IT procedures.

Consultant shall perform an initial IT assessment of the Authority's current IT environment and deliver to the Authority, within forty-five (45) days of issuance of a Notice to Proceed, its findings and recommendations in the form of an IT Assessment Report.

4. SERVICE LEVEL EXPECTATIONS (SLE)

Consultant shall respond to notifications initiated by the Authority regarding IT problems and/or issues and repair and/or remediate such problems and/or issues as detailed in the SLE classifications as follows:

- ✓ **Priority 1** – Consultant shall respond within fifteen (15) minutes of notification by the Authority. Consultant shall resolve the issue within four (4) hours of responding to the Authority.
- ✓ **Priority 2** – Consultant shall respond within one (1) hour of notification by the Authority. Consultant shall resolve the issue within one (1) business day of responding to the Authority.
- ✓ **Priority 3** – Consultant shall respond within four (4) hours of notification by the Authority. Consultant shall resolve the issue within two (2) business days of responding to the Authority.

- ✓ **Priority 4** – Consultant shall respond within one (1) business day of notification by the Authority. Consultant shall resolve the issue within four (3) business days of responding to the Authority.

Notifications initiated by the Authority may be in the form of a phone call, an email transmission, a text message, or the initiation of a ticket in a Help Desk ticketing system (as may be used by the Consultant). Once the Consultant is in receipt of notification, Consultant will assign an SLE classification.

The Authority reserves the right to determine the SLE classification of a reported problem/issue. The Authority further reserves the right to escalate or downgrade an SLE classification assigned by Consultant.

Responses by Consultant in response to SLE may be in the form of a phone call, an email transmission, a text message, or the initiation in a Help Desk ticketing system (as may be used by the Consultant) or another method approved by the Authority.

5. SECURITY AND CONFIDENTIALITY

The IT provider must maintain strict confidentiality of all organizational data and follow cybersecurity best practices.

F. ADDITIONAL SERVICES

Consultant may be requested to perform other work, tasks, services, duties, not otherwise described in this Exhibit A (Scope of Work), as may be necessary, to carry out the Authority's IT goals and objectives. Any request by the Authority for such work, tasks, services, duties will be mutually agreed to by both parties prior to the commencement of any such work. The Authority and the Consultant may mutually agree to develop a quote and amend the Agreement pursuant to Section 8 (Amendments) of the Agreement to include work that is not reasonably included in the scope and responsibilities set forth in this Exhibit A (Scope of Work).

Such additional work, tasks, services, duties may include, but not be limited to, the following:

- ✓ Cloud migrations
- ✓ Software acquisition and implementation
- ✓ Any other IT related service that is not otherwise reasonably included in this Exhibit A (Scope of Work)

G. CONSULTANT QUALIFICATIONS

The Consultant must have and maintain the qualifications set forth in this Section G (Consultant Qualifications) throughout the duration of the contract term:

1. Consultant must have a minimum of three (3) years' experience within the last five (5) years working with Microsoft Exchange, Microsoft Office 365, Microsoft 365, including Microsoft Azure, system networking, and cloud platforms.
2. Consultant's staff, that are assigned to the Authority to perform the services detailed in this Exhibit A (Scope of Work) on behalf of the Consultant, must have a CompTIA Network+ certification or equivalent IT certifications.
3. Consultant's staff, that are assigned to the Authority to perform the services detailed in this Exhibit A (Scope of Work) on behalf of the Consultant, must pass a background and security investigation as a condition of beginning and continuing work.

EXHIBIT B
SCHEDULE OF PRICES

MONTHLY RATE			
DESCRIPTION	MONTHLY RATE	MONTHS	TOTAL (MONTHLY RATE X MONTH)
Base Scope of Services detailed in Section E (Base Scope of Services) pursuant to Exhibit A (Scope of Work)	\$ 2,975	12	\$35,700
TOTAL CONTRACT SUM:			\$ 35,700

NOTE: Pursuant to Exhibit A (Scope of Work), it is estimated the Base Scope of Service hours will amount to approximately forty (40) hours per month. However, this is only an estimate, and the Base Scope of Service hours may be less than or may exceed forty (40) hours per month. Irrespective of the Base Scope of Service hours provided per month, either less than or more than forty (40) hours per month, Consultant will be paid the monthly rate identified in this Exhibit B (Schedule of Prices).

EXHIBIT C AUTHORITY'S ADMINISTRATION

CONTRACT NO. _____

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: Joseph Dominguez
Title: Lieutenant
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8275
E-mail Address: jfdoming@lasd.org

AUTHORITY'S CONTRACT MANAGER

Name: Alvaro (Al) Sierra
Title: Sergeant
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8175
E-mail Address: asierra@lasd.org

AUTHORITY'S CONTRACT ANALYST

Name: Melissa Saradpon
Title: Contract Analyst
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8289
E-mail Address: Melissa.Saradpon@la-rics.org

EXHIBIT D CONSULTANT'S ADMINISTRATION

CONSULTANT NAME: WinC Services, LLC

CONTRACT NO.: LA-RICS 029

CONSULTANT'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

CONSULTANT'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

NOTICES TO CONSULTANT:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail Address: _____

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is committed to safeguarding the Integrity of the Authority and its member agencies, subscriber and affiliates, systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (Exhibit E) sets forth the Authority and the Consultant's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Consultant before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the Authority and Consultant (the "Contract") and any other agreements between the parties. However, it is the Consultant's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all Authority Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Consultant, entitling the Authority, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Agreement, the definitions herein contained are specific to the uses within this Exhibit E.

- a. Availability: the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. Confidentiality: the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. Authority Information: all Data and Information belonging to the Authority.
- d. Data: a subset of Information comprised of qualitative or quantitative values.
- e. Incident: a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of Authority policy.

- f. Information: any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. Information Security Policy: high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. Information Security Program: formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the Authority's information security requirements.
- i. Information Technology: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. Integrity: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. Mobile Device Management (MDM): software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. Privacy Policy: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. Privacy Program: A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. Risk: a measure of the extent to which the Authority is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. Threat: any circumstance or event with the potential to adversely impact Authority operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

- p. Vulnerability: a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. Workforce Member: employees, volunteers, and other persons whose conduct, in the performance of work for the Authority is under the direct control of the Authority, whether or not they are paid by the Authority. This includes, but may not be limited to, full and part time elected or appointed officials, employees of the County and other member agencies, affiliates, associates, students, volunteers, and staff from third-party entities who provide service to the Authority.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. Information Security Program

The Consultant shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Authority Information covered under this Agreement.

Consultant's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Consultant employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Consultant shall exercise the same degree of care in safeguarding and protecting Authority Information that the Consultant exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of Authority Information.

The Consultant's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of Authority Information in the Consultant's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of Authority Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Authority Information;
- Protect against accidental loss or destruction of, or damage to, Authority Information; and
- Safeguard Authority Information in compliance with any applicable laws and regulations which apply to the Consultant.

b. Privacy Program

The Consultant shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including Authority Information. The Consultant's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Consultant employees, agents, and volunteers. The Consultant's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Consultant's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Consultant shall exercise the same degree of care in safeguarding the privacy of Authority Information that the Consultant exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of Authority Information.

The Consultant Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Consultant complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Authority Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO AUTHORITY INFORMATION

All Authority Information is deemed property of the Authority, and the Authority shall retain exclusive rights and ownership thereto. Authority Information shall not be used by the Consultant for any purpose other than as required under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Authority, any Authority Information it receives from, receives addressed to, or stores on behalf of, the Authority. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Authority Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the

Consultant, provided that (i) no Authority Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Authority, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Consultant specifically consents to the Authority's access to such Authority Information held, stored, or maintained on any and all devices Consultant owns, leases or possesses.

4. CONSULTANT'S USE OF AUTHORITY INFORMATION

The Consultant may use Authority Information only as necessary to carry out its obligations under this Agreement. The Consultant shall collect, maintain, or use Authority Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of Authority Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING AUTHORITY INFORMATION AND DATA

The Consultant shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Authority Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of Authority Information

The Consultant agrees that all Authority Information is Confidential and proprietary to the Authority regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. Disclosure of Authority Information

The Consultant may disclose Authority Information only as necessary to carry out its obligations under this Agreement, or as required by law, and is prohibited from using Authority Information for any other purpose without the prior express written approval of the Authority contract administrator in consultation with the Authority's Assistant Chief LMR System Officer. If required by a court of competent jurisdiction or an administrative body to disclose Authority Information, the Consultant shall notify the Authority's contract administrator immediately and prior to any such disclosure, to provide the Authority an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Agreement, the Consultant may encounter

Authority Non-public Information ("NPI") in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in County of Los Angeles Board of Supervisors Policy 6.104 (Information Classification Policy) as NPI, which by extension is applicable to the Authority. The Consultant shall not disclose or publish any Authority NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant shall acknowledge any request or instructions from the Authority regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Consultant shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Authority within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Authority Information, the Consultant shall notify the Authority within five (5) calendar days and the Authority will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Authority Information, the Consultant shall notify the Authority as described in Section 14 (Security and Privacy Incidents), and the Authority will coordinate an appropriate response.

e. Retention of Authority Information

The Consultant shall not retain any Authority Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONSULTANT EMPLOYEES

The Consultant shall perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant shall screen and conduct background investigations on all Consultant employees and Subconsultants as appropriate to their role, with access to the Authority Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Consultant, regardless of whether the member of the Consultant's staff passes or fails the background investigation. The Consultant, in compliance

with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to Authority Information to ensure that no individual accesses Authority Information whose past criminal conduct poses a risk or threat to Authority Information.

The Consultant and its employees, agents, and volunteers to abide by the requirements in this Exhibit.

The Consultant shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Consultant agrees that training will cover, but may not be limited to the following topics:

- a) Secure Authentication: The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) Social Engineering Attacks: Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) Handling of Authority Information: The proper identification, storage, transfer, archiving, and destruction of Authority Information.
- d) Causes of Unintentional Information Exposure: Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) Privacy: The Consultant's Privacy Policies and procedures as described in Section 2.b (Privacy Program) of this Exhibit E.

The Consultant shall have an established set of procedures to ensure the Consultant's employees promptly report actual and/or suspected breaches of security.

8. SUBCONSULTANTS AND THIRD PARTIES

The Authority acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subconsultants or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subconsultants and third parties. The Consultant or third party shall be subject to the following terms and conditions: (i) each Subconsultant and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant to be and remain in compliance with its obligations hereunder, including those provisions

relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Consultant shall be and remain fully liable for the acts and omissions of each Subconsultant and third party, and fully responsible for the due and proper performance of all Consultant obligations under this Agreement.

The Consultant shall obtain advanced approval from the Authority's Assistant Chief LMR System Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF AUTHORITY INFORMATION

All Authority Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store Authority Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the Authority's Assistant Chief LMR System Officer.

The Consultant will encrypt Authority Information transmitted on networks outside of the Consultant's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by Authority's Assistant Chief LMR System Officer.

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

10. RETURN OR DESTRUCTION OF AUTHORITY INFORMATION

The Consultant shall return or destroy Authority Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Authority Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

Upon Authority's written request, or upon expiration or termination of this Agreement for any reason, Consultant shall (i) promptly return or destroy, at the Authority's option, all originals and copies of all documents and materials it

has received containing Authority Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Agreement; and (iii) deliver or destroy, at the Authority's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Consultant, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be returned to the Authority, the Consultant shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the Authority. For documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be destroyed, the Consultant shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Exhibit. Upon termination or expiration of the Agreement or at any time upon the Authority's request, the Consultant shall return all hardware, if any, provided by the Authority to the Consultant. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the Authority.

b. Method of Destruction

The Consultant shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing Authority Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the Authority Information cannot be retrieved. The Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the Authority Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated Authority contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the Authority's request. On termination or expiration of this Agreement, the Authority will return or destroy all Consultant's Information marked as confidential (excluding items licensed to the Authority hereunder, or that provided to the Authority by the Consultant hereunder), at the Authority's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Consultant facilities that process Authority Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Consultant shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 (Security and Privacy Incidents); and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

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

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (Storage and Transmission of Authority Information), Authority Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the Authority's Assistant Chief LMR System Officer in writing; and (ii) if transferred using removable media (as described in Section 9 (Storage and Transmission of Authority Information)) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Authority's Assistant Chief LMR System Officer in writing. The foregoing requirements shall apply to back-up media stored by the Consultant at off-site facilities.

The Consultant shall implement formal procedures to control access to Authority systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to Authority Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Authority Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 (Security and Privacy Incidents); and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 (Storage and Transmission of Authority Information)) must be disposed of or sent off-site for servicing, the Consultant shall ensure all Authority Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of Authority Information).

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant shall:

- a. Promptly notify the Authority's Assistant Chief LMR System Officer and Designee within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

Assistant Chief LMR System Officer

Ted Pao
Authority's Assistant Chief LMR System Officer
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8028
tpao@lasd.org

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of Authority Information involved in the reported Incident,

- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the Authority to investigate the Incident and seek to identify the specific Authority Information involved in the Incident upon the Authority's written request, without charge, unless the Incident was caused by the acts or omissions of the Authority. As Information about the Incident is collected or otherwise becomes available to the Consultant, and unless prohibited by law, the Consultant shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Authority to allow the Authority to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the Authority, law firms, and and/or law enforcement agencies at the direction of the Authority to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Authority on any additional disclosures that the Authority is required to make as a result of the Incident.
- f. Allow the Authority or its third-party designee at the Authority's election to perform audits and tests of the Consultant's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Authority Information.

Notwithstanding any other provisions in this Agreement and Exhibit, the Consultant shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Authority Information caused by the Authority's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Consultant acknowledges and agrees that due to the unique nature of Authority Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the Authority, and therefore, that upon any such breach, the Authority will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever

remedies are available within law or equity. Any breach of Section 6 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the Authority.

16. AUDIT AND INSPECTION

a. Self-Audits

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

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

b. Authority Requested Audits

At its own expense, the Authority, or an independent third-party auditor commissioned by the Authority, shall have the right to audit the Consultant's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing Authority Information via an onsite inspection at least once a year. Upon the Authority's request the Consultant shall complete a questionnaire regarding Consultant's Information Security and/or program. The Authority shall pay for the Authority requested audit unless the auditor finds that the Consultant has materially breached this Exhibit, in which case the Consultant shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the Authority may exercise its termination rights underneath the Agreement.

Such audit shall be conducted during the Consultant's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Consultant's normal business

operations. The Authority's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Consultant customers such as IP address, server names, etc. The Consultant shall cooperate with the Authority in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the Authority. The Consultant agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Consultant will provide to the Authority a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Consultant or a third party; and (ii) corrective actions or modifications, if any, the Consultant will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Consultant agrees to indemnify, defend, and hold harmless the Authority, its member agencies, directors, elected and appointed officers, agents, employees, volunteers, trustees, site owners, site lessors and licensors, from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Consultant's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using Authority Information;
- The Consultant's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the Authority; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any Authority Information that occurs on the Consultant's systems or networks (including all costs and expenses incurred by the Authority to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event

Consultant fails to provide Authority with a full and adequate defense, as determined by Authority in its sole judgment, Authority shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and to reimbursement from Consultant for all such costs and expenses incurred by Authority in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Authority without Authority's prior written approval.

EXHIBIT F **CONSULTANT ACKNOWLEDGEMENT,** **CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT** **AGREEMENT**

Note: This certification is to be executed and returned to Authority accompanied with Consultant's executed Contract. Work cannot begin on the Contract until Authority receives this executed document.

Consultant Name: WinC Services, LLC **Contract No.** LA-RICS 029

GENERAL INFORMATION

The Consultant referenced above has entered into a contract with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) to provide certain services to the Authority. The Authority requires the Corporation to sign this Consultant Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONSULTANT ACKNOWLEDGEMENT

Consultant understands and agrees that the Consultant employees, consultants, Outsourced Vendors and independent Consultants (Consultant's Staff) that will provide services in the above referenced agreement are Consultant's sole responsibility. Consultant understands and agrees that Consultant's Staff must rely exclusively upon Consultant for payment of salary and any and all other benefits payable by virtue of Consultant's Staff's performance of work under the above-referenced contract.

Consultant understands and agrees that Consultant's Staff are not employees of the Authority for any purpose whatsoever and that Consultant's Staff do not have and will not acquire any rights or benefits of any kind from the Authority by virtue of my performance of work under the above-referenced contract. Consultant understands and agrees that Consultant's Staff will not acquire any rights or benefits from the Authority pursuant to any agreement between any person or entity and the Authority.

CONFIDENTIALITY AGREEMENT

Consultant and Consultant's Staff may be involved with work pertaining to services provided by the Authority and, if so, Consultant and Consultant's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the Authority. In addition, Consultant and Consultant's Staff may also have access to proprietary information supplied by other vendors doing business with the Authority. The Authority has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Consultant and Consultant's Staff understand that if they are involved in Authority work, the Authority must ensure that Consultant and Consultant's

Staff, will protect the confidentiality of such data and information. Consequently, Consultant must sign this Confidentiality Agreement as a condition of work to be provided by Consultant's Staff for the Authority.

Consultant and Consultant's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Consultant and the Authority. Consultant and Consultant's Staff agree to forward all requests for the release of any data or information received to the Authority's Project Manager.

Consultant and Consultant's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Authority, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information and all other original materials produced, created, or provided to Consultant and Consultant's Staff under the above-referenced contract. Consultant and Consultant's Staff agree to protect these confidential materials against disclosure to other than Consultant or Authority employees who have a need to know the information. Consultant and Consultant's Staff agree that if proprietary information supplied by other Authority vendors is provided to me during this employment, Consultant and Consultant's Staff must keep such information confidential.

Consultant and Consultant's Staff agree to report any and all violations of this agreement by Consultant and Consultant's Staff and/or by any other person of whom Consultant and Consultant's Staff become aware.

Consultant and Consultant's Staff acknowledge that violation of this agreement may subject Consultant and Consultant's Staff to civil and/or criminal action and that the Authority may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Consultant and Consultant's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Consultant and Consultant's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the Authority. In this connection, Consultant and Consultant's Staff hereby assign and transfer to the Authority in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the Authority, Consultant and Consultant's Staff agree to promptly execute and deliver to Authority all papers, instruments, and other documents requested by the Authority, and to promptly perform all other acts requested by the Authority to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a separate Assignment and Transfer of Copyright Agreement.

The Authority will have the right to register all copyrights in the name of the LA-RICS Authority and will have the right to assign, license, or otherwise transfer any and all of the Authority's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Consultant and Consultant's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the Authority may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____



WORK ACCEPTANCE CERTIFICATE

Date: _____

Contractor/Agency: _____

Contract No.: _____

Site Name/Site ID: _____

Date(s) Work Completed: _____

Sum Payable Contemplated in this WAC: \$ _____

DESCRIPTION OF WORK COMPLETED

Deliverables and/or Supporting Document Attached:

YES

NO

☐☐

Contractor Invoice No. (if applicable):

IF "NO" SUPPORTING DOCUMENTATION IS ATTACHED – EXPLANATION / JUSTIFICATION REQUIRED

Project Management Approval (if applicable): _____

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

Contracts / Grants / Fiscal Recommendation: _____

Lt. Recommendation to Executive Director: _____

Executive Director Approval: _____

AUTHORITY COMMENTS (IF ANY)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

October 1, 2026

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

Dear Directors:

ADOPT THE FISCAL-YEAR 2026-27 AMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

SUBJECT

Staff is requesting that your Board adopt the Fiscal-Year 2026-27 Amended Los Angeles Regional Interoperable Communications System Authority Operating Budget.

RECOMMENDED ACTION

It is requested that your Board adopt the enclosed Amended Operating Budget to appropriate \$6,400,000 of the Fiscal Year 2025-26 year-end surplus to the Capital Replacement Annual Reserve and adjust funding for certain budget lines related to Contractors and Consultant Services grant funded, Project Construction Management, IT Services Management, Governmental Maintenance Services and Contingency. As a result of the Fiscal Year 2025-26 year-end closing, the amount available for Capital Replacement/Refresh Annual Reserve expenditures will increase by \$6,400,000 from the amount included in the previously adopted Fiscal Year 2026-27 Operating Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The enclosed Recommended Amended Operating Budget incorporates \$6,400,000 of the Fiscal Year 2025-26 year-end surplus into the Capital Replacement/Refresh Annual Reserve and aligns other actual expenditures with the appropriate funding sources. This amendment will increase the funding available for future Capital Replacement Annual Reserve expenditures and align the Fiscal Year 2026-27 Operating Budget with the results of Fiscal Year 2025-26 year-end closing.

AGENDA ITEM I

FISCAL IMPACT/FINANCING

The Recommended Amended Operating Budget incorporates \$6,400,000 of Fiscal Year 2025-26 year-end surplus into the Capital Replacement/Refresh Annual Reserve, along with adjustments to other budget lines. The \$6,400,000 will be reserved for future Capital Replacement/ Refresh Annual Reserve expenditures.

FACTS AND PROVISIONS/LEGAL REQUIREMENT.

The Fiscal Agent/County's Auditor-Controller and the Authority's Counsel reviewed the recommended action.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is positioned above the printed name.

SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

Los Angeles Regional Interoperable Communications System (LA-RICS)
Recommended Amended Operating Budget
Fiscal Year 2026-27

	FY 2024-25	FY 2025-26	FY 2025-26	FY 2026-27
FINANCING USES	ACTUALS	ADOPTED BUDGET	ACTUALS	RECOMMENDED AMENDED
<u>Grant Funded Expenditures</u>				
Project Team	3,216,779	0	0	0
UASI/SHSP Grant	1,193,955	0	0	0
State Budget Act of 2022 Funds	2,022,824	0	0	0
Travel & Training	23,026	0	0	0
UASI/SHSP Grant	0	0	0	0
State Budget Act of 2022 Funds	23,026	0	0	0
Miscellaneous	351,128	0	0	0
UASI/SHSP Grant	127,311	0	0	0
State Budget Act of 2022 Funds	223,817	0	0	0
Contractors/Consultants Services	15,743,648	6,511,000	4,518,601	5,100,000
UASI/SHSP Grant	3,303,443	6,511,000	4,518,601	5,100,000
State Budget Act of 2022 Funds	12,440,204	0	0	0
State Budget Act of 2022 - Capital Outlay Projects (1)	0	1,657,000	0	1,500,000
State Budget Act of 2022 - Interest Earned	0	1,657,000	0	1,500,000
Total Grant Funded Expenditures	19,334,581	8,168,000	4,518,601	6,600,000
<u>LMR OPERATIONS AND MAINTENANCE EXPENDITURES</u>				
Project Team	948,843	7,282,000	4,060,849	6,239,000
Other Charges (2)	463,258	1,432,000	520,208	899,000
FCC Licensing & Frequency Interference (3)	0	0	0	300,000
Contractors/Consultants Services				
Executive Director	243,470	245,000	245,000	245,000
Project Construction Management	0	2,300,000	1,838,132	604,000
Infrastructure System Gaps & Enhancements	0	0	0	673,000
IT Services Management	0	0	0	61,000
MSI O & M	2,092,292	3,371,000	3,371,000	3,371,000
MSI System Upgrade Agreement (SUA)	1,231,156	2,733,000	2,733,000	2,993,000
Governmental Maintenance Services	3,103,195	7,500,000	5,710,133	7,202,000
LA-RICS Funding Agreement Repayment Annual Interest (4)	0	900,000	765,630	750,000
Contingency	0	0	0	1,834,000
Total LMR Operations and Maintenance Expenditures	8,082,214	25,763,000	19,243,951	25,171,000
<u>CAPITAL REPLACEMENT/ REFRESH ANNUAL RESERVE (5)</u>	0	0	0	6,400,000
<u>ES CHAT COST RECOVERY</u>				
ES Chat Cost Recovery	0	0	0	37,000
Total ES Chat Cost Recovery	0	0	0	37,000
<u>COST RECOVERY FEES</u>				
Co- location Site Acquisition Team	4,287	100,000	72,856	80,000
Total Cost Recovery Fee Projects	4,287	100,000	72,856	80,000
<u>AT&T BUSINESS AGREEMENT PROJECTS</u>				
AT&T Business Agreement Services	27,000	605,000	5,566	600,000
AT&T Business Agreement Services (Routers)	0	424,000	0	424,000
Total AT&T Business Agreement Projects	27,000	1,029,000	5,566	1,024,000
<u>LA-RICS FUNDING AGREEMENT REPAYMENT</u>	0	23,000,000	23,000,000	0
TOTAL FINANCING USES	27,443,795	58,060,000	46,840,974	39,312,000
<u>FINANCING SOURCES</u>				
Federal Grant Revenue		8,168,000		6,600,000
LA-RICS Funding Agreement Repayment		23,000,000		0
Subscriber Agreement Revenue (6)		25,763,000		25,171,000
Capital Replacement / Refresh Annual Reserve		0		6,400,000
ES Chat Cost Recovery (7)		0		37,000
Cost Recovery Fees (8)		100,000		80,000
AT&T Business Agreement Services		605,000		600,000
AT&T Business Agreement Services (Routers)		424,000		424,000
TOTAL FINANCING SOURCES		58,060,000		39,312,000

Note 1: State Budget Act of 2022 Interest Earned to be used for remaining capital outlay projects.

Note 2: Fees including travel, Lease, some utilities, etc.

Note 3: Fees associated with FCC Licensing and Frequency Interference.

Note 4: Settlement repayment annual interest payable to County.

Note 5: Capital Replacement/Refresh Annual Reserve.

Note 6: Revenue collected from Subscribers per approved User Agreement for Subscribers .

Note 7: ES Chat Cost Recovery Fees based on the number of ES Chat Licenses distributed.

Note 8: Cost Recovery Fees in connection with 3rd parties request for co-location on LA-RICS sites/towers.

AGENDA ITEM I - ENCLOSURE

**LA-RICS
FY 2026-2027**

PROJECT TEAM	LMR O&M	Cost Recovery Fees	Yearly Costs (Salary & Employee Benefits)
<u>DISTRICT ATTORNEY (DA)</u>			
Administrative Deputy II *	338,577	0	338,577
Fiscal Officer II *	294,879	0	294,879
DA Total	633,457	0	\$ 633,457
<u>PROBATION (PB)</u>			
Administrative Services Manager I	213,709	0	213,709
PB Total	213,709	0	\$ 213,709
<u>ISD</u>			
Administrative Services Manager III *	280,271	0	280,271
ISD Total	280,271	0	\$ 280,271
<u>MENTAL HEALTH (MH)</u>			
Administrative Services Manager I	235,511	0	235,511
MH Total	235,511	0	\$ 235,511
<u>REGISTRAR RECORDER COUNTY CLERK (RRCC)</u>			
Accounting Officer II *	218,006	0	218,006
RRCC Total	218,006	0	\$ 218,006
<u>LOS ANGELES COUNTY SHERIFF (LASD)</u>			
S&EB			
Lieutenant (1)	373,542	0	373,542
Sergeant	318,324	0	318,324
Deputy (3)	752,701	0	752,701
Information Technology Manager III	374,436	0	374,436
Information Technology Specialist I	321,156	0	321,156
Information Technology Manager I	289,829	0	289,829
Executive Assistant	270,900	0	270,900
Administrative Services Manager I (2)	411,060	0	411,060
Secretary V	124,974		124,974
S&EB Total			\$ 3,236,922
S&S			
Human Resources & Other Services	80,000	0	80,000
LASD Total	3,316,922	0	\$ 3,316,922
<u>AUDITOR CONTROLLER (A/C)</u>			
S&EB			
Principal Accountant	15,311	0	15,311
Intermediate Accountant	42,726	0	42,726
Accountant III	124,239	0	124,239
S&S			
Travel Administrative Cost	1,000	0	1,000
Single Audit	36,000	0	36,000
A/C Total	219,276	0	\$ 219,276

AGENDA ITEM I - ENCLOSURE

**LA-RICS
FY 2026-2027**

PROJECT TEAM	LMR O&M	Cost Recovery Fees	Yearly Costs (Salary & Employee Benefits)
<u>COUNTY COUNSEL</u>			
Principal/Senior County Counsel (2)	125,171	0	125,171
County Counsel Total	125,171	0	\$ 125,171
<u>INTERNAL SERVICES DEPARTMENT (ISD)</u>			
Sr. Telecom Systems Engineer (2)	494,267	0	494,267
Information Technology Specialist I	308,562	0	308,562
Electronics Communications Technician Supervisor	212,869	0	212,869
Co-Location Site Acquisition Team	0	80,000	80,000
ISD Total	1,015,698	80,000	\$ 1,095,698
<u>LOS ANGELES COUNTY FIRE (FR)</u>			
Battalion Chief	470,000	0	\$ 470,000
Fire Captain (1)	383,000	0	383,000
FR Total	853,000	0	\$ 853,000
<u>UNFILLED POSITIONS</u>			
Deputy (2)	404,559	0	404,559
Fire Fighter Specialist	324,000	0	324,000
Operations Assistant III	166,764	0	166,764
Senior Management Secretary III	181,405	0	181,405
Underfilled Items Savings	375,100	0	375,100
	1,451,828	0	\$ 1,451,827
Total	8,562,849	80,000	8,642,848
Salary Savings	-2,322,984	0	\$ (2,322,984)
Total Budgeted Project Team for FY 26-27	6,239,865	80,000	6,319,864
* These Positions are Underfills			

**LA-RICS
FY 2026-2027**

GRANT FUNDED - CONTRACTORS / CONSULTANTS	Maximum Contract Sum	Funding Source
Contractors/Consultants Services		
MISC County Contracts (DPW, CEO, & RP)	200,000	UASI 24
Telecommunications Contractors	3,500,000	UASI 23 & 2024
MSI System Upgrade Agreement (SUA)	700,000	UASI 25
MSI System Upgrade Agreement (SUA)	700,000	UASI 26
State Budget Act of 2022 - Capital Outlay Projects	1,500,000	State Budget Act of 2022 - Interest Earned
Total Grant Funded	\$ 6,600,000	
LMR OPERATION AND MAINTENANCE		
		Funding Source
Project Team	6,239,000	Subscriber Agreement Revenue
Other Charges	899,000	Subscriber Agreement Revenue
FCC Licensing and Frequency Interference	300,000	Subscriber Agreement Revenue
Contractors/Consultants Services		
Executive Director	245,000	Subscriber Agreement Revenue
Project Construction Management	604,000	Subscriber Agreement Revenue
Infrastructure System Gaps & Enhancement	673,000	Subscriber Agreement Revenue
IT Services Management	61,000	Subscriber Agreement Revenue
MSI O & M	3,371,000	Subscriber Agreement Revenue
MSI System Upgrade Agreement (SUA)	2,993,000	Subscriber Agreement Revenue
Governmental Maintenance Services	7,202,000	Subscriber Agreement Revenue
LA-RICS Funding Agreement	750,000	Subscriber Agreement Revenue
Contingency	1,834,000	Subscriber Agreement Revenue
Total LMR Operation and Maintenance	\$ 25,171,000	
CAPITAL REPLACEMENT / REFRESH ANNUAL RESERVE		
		Funding Source
Capital Replacement/ Refresh Annual Reserve	6,400,000	Subscriber Agreement Revenue
Total Capital Replacement / Refresh Annual Reserve	\$ 6,400,000	
ES CHAT COST RECOVERY		
		Funding Source
ES Chat Cost Recovery	37,000	ES Chat Cost Recovery
Total ES Chat Cost Recovery Uses	\$ 37,000	
COST RECOVERY FEES		
		Funding Source
Co- location Site Acquisition Team	80,000	Cost Recovery Fees
Total Cost Recovery Uses	\$ 80,000	
AT&T BUSINESS AGREEMENT SERVICES		
		Funding Source
AT&T Collocation Sites Services and County Counsel	600,000	AT&T Business Agreement Services
Total AT&T Business Agreement Services	\$ 600,000	
AT&T BUSINESS AGREEMENT SERVICES (BAS - Routers)		
		Funding Source
Professional Consultants & Swap Services Providers	424,000	AT&T Business Agreement Services
Total AT&T Business Agreement Services	\$ 424,000	
Total	\$ 39,312,000	

AGENDA ITEM I - ENCLOSURE



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

October 1, 2026

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

Dear Directors:

**DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND
EXECUTE PERMIT TO ENTER FOR COLLOCATION AT BURNT PEAK LAND
MOBILE RADIO (LMR) SYSTEM SITE WITH UNITED STATES DEPARTMENT
OF AGRICULTURE FOREST SERVICE**

SUBJECT

This letter requests authority from the Board for the Executive Director to execute a Permit to Enter substantially similar in form to the enclosed document for the Burnt Peak (BUR) Site as identified in Enclosure 1. This Permit will allow the United States Department of Agriculture Forest Service (USDAFS) to collocate and install, operate and maintain USFS communication equipment at a Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) Land Mobile Radio (LMR) System site known as BUR.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of the Permit to Enter with the USFS for LMR Site BUR to allow the USFS to collocate and install, operate and maintain USDAFS communications equipment at the LA-RICS BUR site and the associated activities are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301 and 15302 for the reasons stated in this Board Letter and as noted in the record of the project.

2. Authorize the Executive Director to finalize and execute the Permit to Enter identified herein for the BUR LMR Site, on a gratis basis, substantially similar in form to the permit attached hereto as Enclosure 1, and to exercise amendments for the renewal terms to October 2031, all of which must have approval as to form from Counsel to the Authority.

BACKGROUND

On February 6, 2020, the LA-RICS Board approved and authorized the Executive Director to enter into Communications Use Lease Agreement with the USDAFS for thirteen (13) sites including BUR for a term of 30 years on a gratis basis. These sites were utilized in the deployment of the LA-RICS Land Mobile Radio (LMR) system. Since execution of the Lease Agreement and deployment of the BUR site, our LMR site among others at the mountain top experienced a fire which impacted permanent power for LA-RICS and other operators. USDAFS, who operated a communications site at Burnt Peak, was negatively impacted as well and approached LA-RICS for co-locating a minimal amount of equipment at our LA-RICS site. With permanent power via solar deployment imminent, the time for co-location at this site is also time-sensitive given Southern California Edison requires a decision from USDAFS whether they operate their own site or if they will co-locate with LA-RICS.

The LA-RICS team together with the Executive Director are recommending your Board's approval in support of this continued partnership with USDAFS. We will continue to work with USDAFS to execute a long-term site access agreement that will stipulate terms regarding cost-sharing for road repairs, utilities, etc., however in the interest of time and in order to alleviate operational disruption to USDAFS, we are asking for your approval of the enclosed Permit to Enter for an initial term of one year with 4 additionally successive 1 year renewal terms for a maximum duration of five (5) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Permit to Enter with USDAFS will not impact LA-RICS operations at the site and further supports public safety communications in the region.

FISCAL IMPACT/FINANCING

No fiscal impact is anticipated.

ENVIRONMENTAL DOCUMENTATION

Approval and execution of the Permit to Enter to allow USDAFS' collocation of equipment at Site Burnt Peak are exempt from review under CEQA pursuant to CEQA Guidelines Sections 15301 and 15302. The activities associated with the USDAFS' collocation (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor

alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); and (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302).

None of the activities proposed at these sites triggers any applicable exceptions to the identified categorical exemptions. (Guidelines § 15300.2.) Specifically, the work would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility that the work at these sites will have a significant effect on the environment due to unusual circumstances; the work at these sites would not result in damage to scenic resources within a highway officially designated as a state scenic highway; these sites are not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and the work at these sites would not cause a substantial adverse change in the significance of a historical resource.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for LMR Site BUR in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

SOC

Enclosure

c: Counsel to the Authority

PERMIT TO ENTER

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority

Permittee:

US Department of Agriculture
Forest Service
CIO-Land Mobile Radio Program
Angeles National Forest
701 N. Santa Anita Avenue
Arcadia, CA 91006

Permit No. 007
Commencement: _____
Expiration: _____
22554U Pine Canyon Road,
Lake Hughes, CA 93532

1. PREMISES: The premises is a certain portion of the Los Angeles Regional Interoperable Communications System Authority ("Authority" or "Permitter") owned or controlled property commonly known as Burnt Peak ("BUR1") located at 22554U Pine Canyon Road, Lake Hughes, CA 93532 (the "Premises"), as more particularly shown on Exhibit A attached hereto and incorporated by this reference. Entry onto the Premises constitutes acceptance by Permittee of all conditions and terms of this Permit.
2. PURPOSE: The sole purpose of this Permit is to grant Permittee nonexclusive access, while the Permittee investigates the feasibility of utilizing and operating on the Authority's Land Mobile Radio (LMR) System, to enter the Premises as more particularly shown on Exhibit A, and to temporarily collocate, install, operate and maintain Permittee's Equipment more particularly described in Exhibit B (Permittee's Equipment List) at the certain location more particularly shown on Exhibit C (Permitted Equipment Location), Exhibit A, B, and C are attached hereto and incorporated herein by reference. Collectively, the nonexclusive access to the Premises and the temporary collocation, installation, operation and maintenance shall be referred to as the "Permitted Activities".
3. TERM:
 - (a) Term. This Permit shall become effective on [Effective Date] and shall remain valid for an initial term of one (1) year (the "Initial Term"). Upon the expiration of the Initial Term, this Permit shall automatically renew for up to four (4) additional, successive (1) year periods (each, a "renewal Term"), unless earlier terminated as provided herein. The maximum duration of this Permit, including the Initial Term and Renewal Terms, shall not exceed five (5) years.
 - (b) Termination. Following the expiration of the Initial Term, the Authority reserves the right to terminate this Permit at any time, for any reason or no reason, by providing at least thirty (30) days' prior written notice of termination to the Permittee.
4. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
5. ADDITIONAL CHARGES: To the extent Congress has appropriated funds for these purposes, Permittee agrees to pay its share of any reasonable charges for installation or use of utilities or security that may be required and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon. Any payments made by Permittee under this section must comply with The Antideficiency Act, 31 United States Code (U.S.C.) §§ 1341-1342, 1349-1351, 1511-1519.

6. NOTICE: Notices given pursuant to this Permit shall be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. mail. Such notices shall be deemed received by the addressee on the date shown on the Return Receipt. Any such notice shall be addressed to Permittee as follows:

US Department of Agriculture
Forest Service
Angeles National Forest
701 N. Santa Anita Ave.
Arcadia, CA 91006
Attention: Roman Torres, Forest Supervisor

With copies via e-mail:

Ken Prado, Region 5 LMR Radio Manager, Kenneth.prado@usda.gov
LMR Realty General Email, sm.fs.lmr_realty@usda.gov

or such other place as may hereinafter be designated in writing by the Permittee by written notice to Authority in the manner detailed in this Section. Any notices to be delivered to Authority shall be addressed to:

Los Angeles Regional Interoperable Communications System (LA-RICS) Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attention: Scott Edson, Executive Director

7. INSURANCE AND LIABILITY: The United States is self-insured. All claims against the United States for injuries or damages incurred as a result of the permittee's exercise of its rights under this agreement shall be determined in accordance with the Federal Tort Claims Act, 28 U.S.C. 1346(b), 2401(b), and 2671-2680, as amended, and are subject to the availability of federal appropriations.
8. OPERATIONAL RESPONSIBILITIES: Permittee shall:
- a. Comply with and abide by all applicable rules, regulations and directions of Authority including site access procedures and protocols.
 - b. Comply with all applicable City and County ordinances and all local, State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the Permitted Activities on the Premises.
 - c. Maintain the Premises and surrounding area in a safe, clean and sanitary condition to the satisfaction of Authority.
 - d. Conduct the Permitted Activities in a manner that is good and workmanlike, courteous and non-profane, and operate without interfering with the use of the Premises by Authority. Authority has the right to request Permittee to remove any agent, contractor or employee who fails to conduct the Permitted Activities in the manner heretofore described.

- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
 - f. To the extent that Congress has appropriated funds for these purposes, repair or replace any and all Authority property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. Should Permittee fail to promptly replace such property or make such repairs, Authority may, but shall not be required to, replace the property or have repairs made and Permittee shall pay all costs. Any payments made by Permittee under this section must comply with The Antideficiency Act, 31 United States Code (U.S.C.) §§ 1341-1342, 1349-1351, 1511-1519.
 - g. Restore the Premises, prior to the termination of this Permit, and to the satisfaction of Authority, to the conditions that existed prior to the commencement of the Permitted Activities, excepting ordinary wear and tear. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by Authority on the day following the termination of this Permit. Should Permittee fail to accomplish this, Authority may perform the work and Permittee shall pay the cost, to the extent that Congress that has appropriated funds for this purpose. Any payments made by Permittee under this section must comply with The Antideficiency Act, 31 United States Code (U.S.C.) §§ 1341-1342, 1349-1351, 1511-1519.
 - h. Allow Authority to enter the Premises at any time to determine compliance with the terms of this Permit.
 - i. Permittee shall carry copy of this Permit for display upon request when visiting the Premises.
 - k. Prohibit all advertising signs or material from display at the Premises, unless Authority provides its prior written consent.
 - l. Prohibit the sale of food.
 - m. Keep a responsible representative of the Permittee available during all permitted hours and for emergencies contact by the Authority. Permittee shall update the Authority when Permittee's 24/7 contact information changes.
9. INDEPENDENT STATUS: This Permit shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Authority and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Permittee pursuant to this Permit.
10. EMPLOYEES: All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights herein given to the Permittee.

11. LIMITATIONS: It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to occupy the Premises in accordance with the terms and conditions of the Permit for the sole purpose of conducting the Permitted Activities.
12. ASSIGNMENT: This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.
13. AUTHORITY TO STOP: In the event that an authorized representative of Authority finds that the activities being conducted on the Premises unnecessarily or unduly interfere with Authority business on the site or endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said interfering or endangering activities cease, or until such action is taken to eliminate or prevent the interference or endangerment.
14. DEFAULT: Permittee agrees that if default shall be made in any of the terms and conditions herein contained, Authority may forthwith revoke and terminate this Permit.
15. ALTERATIONS AND IMPROVEMENTS: Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon Authority for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those specifically identified in Section 2 hereof as part of the Permitted Activities, without prior written approval from Authority, and any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in Authority. Any changes to Exhibit B after initial equipment installation are subject to Authority's prior review and written approval under the Authority's cost recovery guidelines. Any payments made pursuant to Authority's cost recovery guidelines by Permittee under this section must comply with The Antideficiency Act, 31 United States Code (U.S.C.) §§ 1341-1342, 1349-1351, 1511-1519.
16. INTERPRETATION: Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
17. ENTIRE AGREEMENT: This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Authority and Permittee.
18. TIME IS OF THE ESSENCE: Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
19. POWER AND AUTHORITY: Authority and Permittee have the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Authority and Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.

20. SURVIVAL OF COVENANTS: The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Permit.
21. GOVERNING LAW AND FORUM: This Permit shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Permit shall be conducted in the courts of the County of Los Angeles, State of California.

{Remainder of page intentionally left blank}

By signing below, I hereby personally covenant, guarantee and warrant that I have the power and authority to obligate the Permittee to the terms and conditions in this Permit.

PERMITTEE:

US DEPARTMENT OF AGRICULTURE,
FOREST SERVICE ANGELES NATIONAL FOREST
APPROVED:

By: _____
N. Jamahl Butler
Forest Supervisor

By signing below, I hereby personally covenant, guarantee and warrant that I have the power and authority to obligate the Authority to the terms and conditions in this Permit.

PERMITTOR:

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY, a California Joint Powers Authority

By: _____
Scott Edson
Executive Director

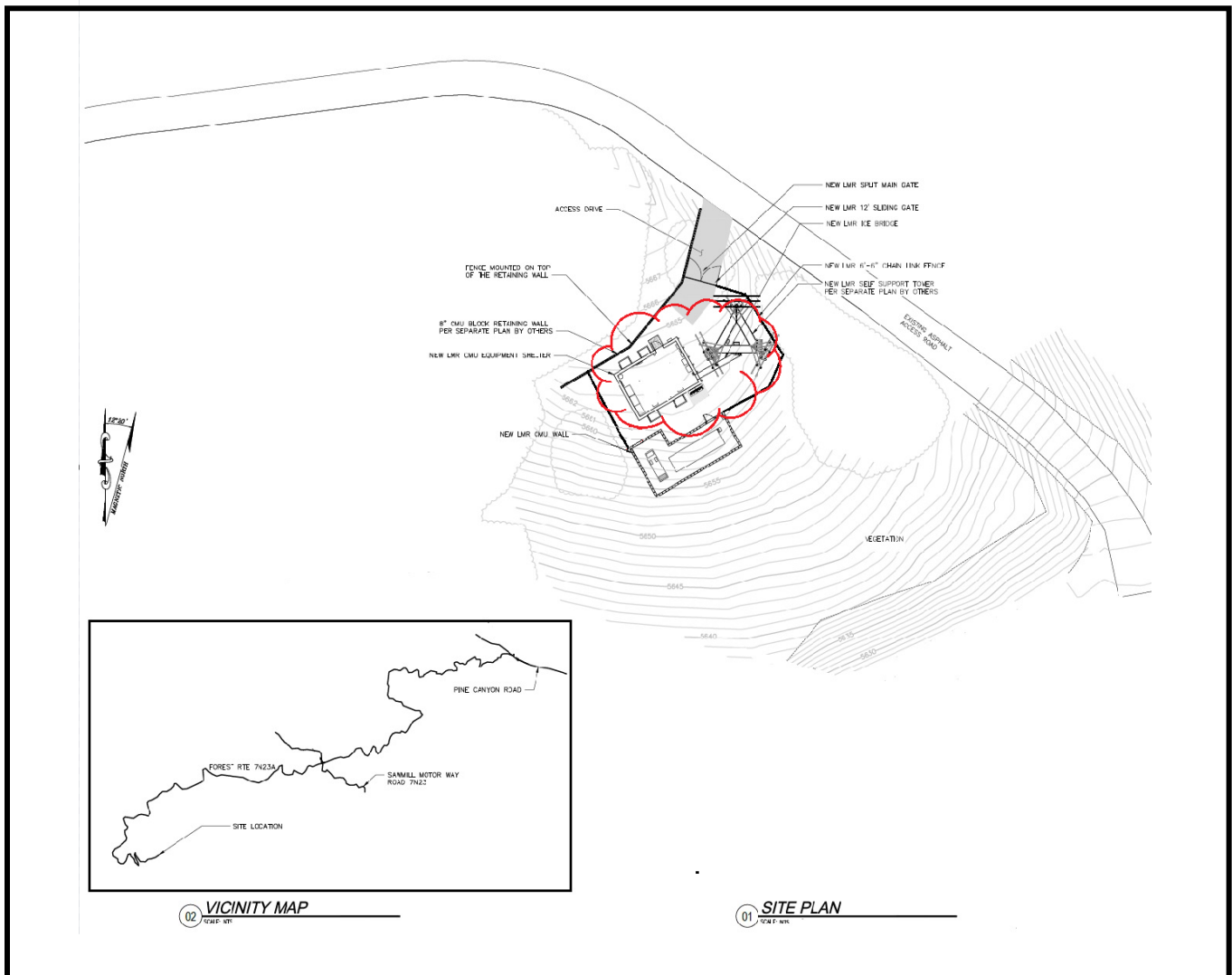
APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Roberto Saldaña
Senior Deputy County Counsel

EXHIBIT A

Permitted Premises



Site	Address	Map Location
LA-RICS Burnt Peak	22554U Pine Canyon Road Lake Hughes, CA 93532	Burnt Peak – Section 21, Township 7 North, Range 16 West, San Bernardino Meridian

EXHIBIT B

Permittee's Equipment List

Forest Net Repeater (Simulcast)

- 1 each, Codan/Zetron MT-4 Repeater (transceiver)
- 1 each, Spectrum Instruments GPS Reference Intelligent Reference/TM-4
- 1 each, Convex DCP-19 Audio Delay Line
- 1 each, Crescend Power Amplifier P10-2DE1-C5-001
- 1 each, EMR 64544/SNC Duplexer
- 1 each, Telewave TS150PB1 IM Suppression Panel

Administration Net Repeater

- 1 each, Codan/Zetron MT-4 Repeater (transceiver)
- 1 each, Crescend Power Amplifier P10-2DE1-C5-001
- 1 each, EMR 64544/SNC Duplexer
- 1 each, Telewave TS150PB1 IM Suppression Panel

Circuit Breaker Panel

- 1 each, Newmar DST-10 (19" rackmount with 2-each 50 AMP Breakers)

Power Supply-Charger

- 1 each, NewMar Power Module PM-12-80 (12-VDC Max 80-AMP)

Low Voltage Disconnect

- 1-each, Duracomm LVD-12

Batteries (19" in single rackmount tray)

- 4 each, Power Safe, SBS 100F (12-VDC 100-AH)

Polyphasers (Lightening Protection)

- 2-each Polyphaser IS-B50LN-C2

19" Communication Racks (2-Post 45U)

- 2-each, 2-Post 19" 7' (84") with floor isolation.

Antennas (Folded Dipoles, standard mast clamp-sets)

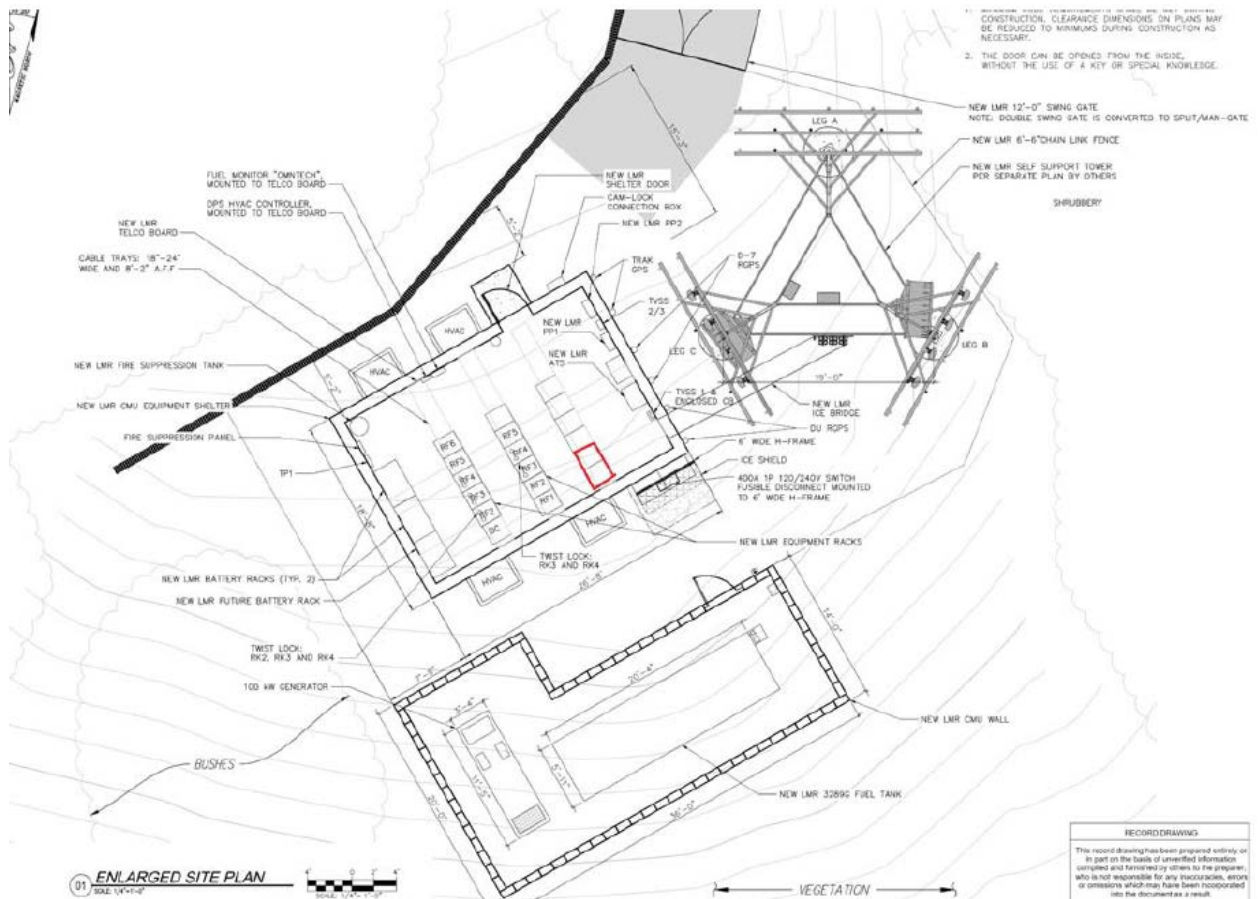
- 2-each Sinclair SD212-SF2P2SNFD00 138-174 MHz, 2 Bay VHF Dipole

Antenna Feedline/Coax

- Andrew LDF4-50 (Polyphaser to Antenna)
- Times LMR-400 (Polyphaser to Radio)

EXHIBIT C

Permittee's Equipment Location



LA-RICS LMR BUR1 Tower

Center: 34°40'56.52"N, 118°34' 27.91 "W
Elevation: 5,662' AMSL

Tower Specifications:

1. Structure Class: III
2. Wind Speed: 125 mph (3 sec gust)
3. Ice Loading: 2.5" radial clear ice
4. Exposure Category: C
5. Topographic Category: 3

Design Assumptions:

1. Each Omni antennas use <= 7/8" coax

Antenna Layout

Notes:

Tower antenna space on RF mount for each tower leg starts with left most position being the 1st position on the mount. Moving left to right on the mount on this schematic is equivalent to moving clockwise in tower plan view.

Additional Notes:

- Current Tower Height: 105'
- Tower w/appurtenances (lightning rod) = 130'
- Third Party Antennas
 - Two (2) USFS Antennas: 1 RX, 1 TX

