



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

JOINT OPERATIONS AND TECHNICAL COMMITTEE MEETING

Tuesday, March 19, 2019 • 1:30 p.m.

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

Los Angeles Regional Interoperable Communications System Authority (the “Authority”)

AGENDA POSTED: March 14, 2019

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 200, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority’s website at <http://www.la-rics.org>.

OPERATIONS COMMITTEE

Members:

1. **John Geiger**, Los Angeles County, CEO
2. **Kyle Zuniga, Chair**, County of Los Angeles Fire Dept.
3. **Hiroshi Yokoyama, Vice-Chair**, L.A. County Sheriff’s Dept.
4. **Cathy Chidester**, Los Angeles County DHS
5. **Chris Donovan**, Los Angeles Area Fire Chiefs Association
6. **Anthony Vairo**, L.A. County Police Chiefs Association
7. **Vacant**, Alhambra Police Dept.
8. **Jeff LaGree**, Inglewood Police Dept.
9. **Ron Sagmit**, Signal Hill Police Dept.
10. **John Curley**, Covina Police Dept.

Alternates:

Mike Iwanaga, Los Angeles County, CEO
Chris Bundesen, County of Los Angeles Fire Dept.
Vacant, L.A. County Sheriff’s Dept.
Kay Fruhwirth, Los Angeles County DHS
Eric Zanteson, Los Angeles Area Fire Chiefs Association
Shelly Vander Veen, L.A. County Police Chiefs Association
Vacant, Alhambra Police Dept.
Paul Devlin, Inglewood Police Dept.
Nick Davenport, Signal Hill Police Dept.
Ric Walczak, Covina Police Dept.

TECHNICAL COMMITTEE

Members:

1. **John Geiger**, Los Angeles County, CEO
2. **Scott England, Vice-Chair**, County of Los Angeles Fire Dept.
3. **Hiroshi Yokoyama**, Los Angeles County Sheriff’s Dept.
4. **Jeffrey Morgan**, Los Angeles County DHS
5. **James Craig**, Manhattan Beach Fire Dept.
6. **Ted Pao, Chair**, Los Angeles County Internal Services Dept.
7. **Vacant**, Alhambra Police Dept.
8. **Jeff LaGree**, Inglewood Police Dept.
9. **Ron Sagmit**, Signal Hill Police Dept.
10. **John Curley**, Covina Police Dept.

Alternates:

Mike Iwanaga, Los Angeles County, CEO
Rufino Fernandez, County of Los Angeles Fire Dept.
Vacant, Los Angeles County Sheriff’s Dept.
Kim Buard, Los Angeles County DHS
Eric Zanteson, Los Angeles Area Fire Chiefs Association
Mike Dunning, Los Angeles County Internal Services Dept.
Vacant, Alhambra Police Dept.
Paul Devlin, Inglewood Police Dept.
Nick Davenport, Signal Hill Police Dept.
Ric Walczak, Covina Police Dept.

Officers:

Scott D. Edson, Executive Director

Joann Huerta, Committees Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES (A)

- A. January 29, 2019 – Regular Meeting Minutes

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-C)

- B. Status Report Update for LTE - Televate
- C. Status Report Update for LMR - Jacobs

VII. DISCUSSION ITEMS (D-H)

- D. Cache Radio Recommendation
Agenda Item D
- E. Outreach to U.S. Coast Guard Sector Los Angeles/Long Beach
Agenda Item E
- F. Outreach to Jet Propulsion Laboratory
Agenda Item F
- G. LMR System Early Onboarding
Agenda Item G



H. LMR System Capacity

Agenda Item H

VIII. ADMINISTRATIVE MATTER (None)

IX. MISCELLANEOUS – (None)

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

XI. CLOSED SESSION REPORT – (None)

XII. ADJOURNMENT AND NEXT MEETING:

Tuesday, May 21, at 1:30 p.m., LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, California 91754.



COMMITTEE MEETING INFORMATION

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

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

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

It is requested that individuals who require the services of a translator contact the Committee Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

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

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



JOINT OPERATIONS AND TECHNICAL COMMITTEE MEETING MINUTES

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Tuesday, January 29, 2019 • 1:30 p.m.
LA-RICS Headquarters – Large Conference Room
2525 Corporate Place, Suite 200, Monterey Park, CA 91754

Operations Committee Members Present:

John Geiger, Los Angeles County, CEO
Kyle Zuniga, Chair, Chief, County of Los Angeles, Fire Department
Hiroshi Yokoyama, Vice-Chair, Lieutenant, Los Angeles County Sheriff's Department
Cathy Chidester, Los Angeles County DHS
Anthony Vairo, Los Angeles County Police Chiefs Association
Ric Walczak, Lieutenant, Covina Police Department

Technical Committee Members Present:

John Geiger, Los Angeles County, CEO
Scott England, Vice-Chair, Telecommunications Engineer Command and Control, LACoFD
Information Officer, EMS Agency, County of LADHS
Hiroshi Yokoyama, Lieutenant, Los Angeles County Sheriff's Department
Jeffrey Morgan, Los Angeles County DHS
Ted Pao, Chair, Information Technology Specialist, Los Angeles County Internal Services Department
Ric Walczak, Lieutenant, Covina Police Department

Absent:

Chris Donovan, Fire Chief, Los Angeles Area Fire Chiefs Association
James Craig, Manhattan Beach Fire Department
Jeff LaGree, Inglewood Police Department
Ron Sagmit, Signal Hill Police Department

Officers Present:

Scott D. Edson, LA-RICS Executive Director
Joann Huerta, LA-RICS Committee Secretary



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

I. CALL TO ORDER

Operations Committee Vice-Chair Hiroshi Yokoyama called the meeting to order at 1:34 p.m.

II. ANNOUNCE QUORUM – Roll Call

Operations Committee Vice-Chair Hiroshi Yokoyama asked for a roll call and acknowledged a quorum was present for both committees.

III. APPROVAL OF MINUTES (A)

A. November 27, 2018 – Regular Meeting Minutes

Operations Committee Vice-Chair Hiroshi Yokoyama asked for a motion to approve the minutes. Committee Member Cathy Chidester moved to approve first, seconded by Committee Member Ric Walczak.

Ayes 9: Geiger, Zuniga, Yokoyama, Chidester, Vairo, Walczak, England, Morgan, and Pao

IV. PUBLIC COMMENTS – (NONE)

V. CONSENT CALENDAR – (NONE)

VI. REPORTS (B-C)

B. Status Report Update for LTE – Eileen Healy

Eileen Healy, a consultant with Televate, provided an update on the Long Term Evolution (LTE) Public Safety Broadband Network (PSBN).

The aspects of the LTE program underway since the transfer of asset of the PSBN sites to AT&T closed on June 30, 2018. The network integration and the migration of agency users to FirstNet continues.

NETWORK: AT&T continues steps to integrate the PSBN sites into the NPSBN. LA-RICS tracks this work to assure that member impacts are minimized, and that members stay informed. For example, LACoFD and small agency PSBN SIMs loaded onto the FirstNet core is a step that is required and in process. These agencies now have access to both LA-RICS PSBN and FirstNet Band 14 sites using the legacy routers. LA-RICS will be testing and monitoring this to be sure



the broadband service to members is not negatively impacted and, indeed, that service levels are delivered as promised by FirstNet. LA-RICS also continues to refine requirements and processes for procuring and managing LA-RICS-owned Cell Sites on Light Truck (COLTs), which will enhance County level communication for First Responders.

ONBOARDING/AGENCY MIGRATION TO FIRSTNET: New FirstNet routers replacing the legacy PSBN routers process, called the “router swap” has begun as County Fire and Sheriff seek approval from their governing body to upgrade their in-vehicle Broadband routers. LA-RICS will continue to track the progress of these programs.

LA-RICS continues to support agencies that have been using the PSBN including Inglewood PD, El Segundo Fire, Claremont PD, Department of Health, La Verne Fire, UCLA Health, County Fire and Sheriff.

LA-RICS is also moving ahead with a prototype Dashboard (now called VIEWS) to provide County Fire with proactive, actionable information to reduce downtime, manage service providers, and usage auditing. LA-RICS is also looking at value-added interoperability with the radio network such as push to talk (PTT) smartphone radio services.

Finally, LA-RICS continues to work with AT&T on the FirstNet Local Control platform to assure it has all the capabilities needed by First Responders. A meeting with FirstNet Local Control developers has been requested. Any agency wishing to attend this meeting should let the Committee Chairs know.

C. Status Report Update for LMR – Chris Odenthal

Project Director Chris Odenthal identified sites in construction and those active and planned while providing details supporting the construction-related activities occurring at these sites to date.

Project Director Odenthal stated that LA-RICS is currently closing out UASI 16 sites and have several that are under construction with all those projects moving forward. We have received a permit for DPW38 out in lake Los Angeles for a 180-foot lattice tower. Rio Hondo is pending, and should come out soon.

As of now, under construction or about to begin is: Signal Hill, which is just wrapping completion, under final power, we have BKK, which is undergoing electrical metering that was a little interesting because it is pulling power from the methane discharge from the landfill next door, which is providing commercial power. We are looking for cleaner power source for that site. Pomona courthouse is well on its way. In addition, Agoura Hills in West Valley is also beginning



construction in the next day or so, pending outreach with the homeowners' association. OAT Mountain Porter Ranch, its twin, was done in UASI 13. In addition, those are sites that have carried over from previous UASI years such as CCT downtown, which is completing its generator and fuel tank installations. FCCF should be firing up in the second week of February 2019.

Vice-Chair Scott England asked if we could use the site in the downtown area for testing. Once its microwave connection is established to FCCF, we would expect to do some testing at the end of the Q2 or early Q3. The only one that will not be turned on will be Baldwin Hills, which is a California State Park site.

State Parks and Cal OES will be here on Monday hopefully to resolve the final negotiation on the lease agreement that has been complicated because the State owns the park, but the County manages it. Additionally, there is another State Park facility, Green Mountain, that sits out in Topanga State Park. That is also critical and we are hoping to have some resolution from the lease agreement perspective. Once BHS is complete, the entire Downtown cell should have service.

Vice-Chair England asked if we can onboard people that are in that footprint. Project Director Odenthal recommends the Committee make a recommendation to help that decision. Admin. Deputy Susy Orellana-Curtiss noted that it would be a recommendation to the Board on bringing users on to the system prior to system acceptance.

Vice-Chair England stated when that cell fires up we could actually bring on anybody for an early onboarding so they can use the radio system. Project Director Odenthal stated that we would keep you posted on status of that lease agreement with the State Park.

This concluded the Project Director's Report.

VII. DISCUSSION ITEMS (D-F)

D. Cache Radio Subscriptions

Vice-Chair Yokoyama gave an update on the Cache Radio subscription and stated Orange County and San Diego have subscription radios and cache radios. Cache radios are not charged and are radios that are stored unused until an emergency arises.

Both agencies have come out with the two different subscription rates, one full use for daily use radios, and another category, which they call emergency use, for radios that are cached and not charged as part of the subscription rate. Therefore,



we are opening it up to the committee to see what their thoughts are on that model for the system.

Member Cathy Chidester asked when radios are kept in a cache, should they be rotated out because it is bad for them to sit there, charged, and not charged from a radio maintenance perspective.

Vice-Chair England stated that usually the maintenance is to turn them on and you maintain them and run through a PM program or you rotate them through. As long as they are maintained and utilized in accordance with monthly maintenance requirements.

Chair Kyle Zuniga stated that we have to look at agency use and agency deployment. Everybody may have a different view and how they are going to store, use, and backfill staff for emergencies and rotate radios out for maintenance. They will come up with a day-to-day use model and maybe use them for an emergency for small incidents and large incidents. In addition, for large incidents on the Fire side some costs are reimbursable through State and Federal funds.

Member Chidester asked what is the rationale for not charging for the ones not in a cache for emergencies only.

Chair Yokoyama stated those not being used on a daily basis are supposed to be available for use when additional personnel are needed to address an emergency, however, those are considered cache.

Chair Zuniga gave an example of how County Fire does it. We have spare fire engines and we back fill and staff those on a daily basis as needed. Those radios sit in a storage box and when we staff them, we use them during incident emergency.

Chair Zuniga stated there is a way to track radio use, for example if it is being used for a day or if it was being use for an hour. We need to define what constitutes daily use and set a demarcation for treatment of cache. Vice-Chair England stated that staged radios are not utilized; many agencies will buy more radios than they actually need. However, what agencies have to keep in mind is the radios require maintenance. There are costs associated with maintenance and that needs to be addressed in the treatment of cache and who is responsible for maintenance of those radios.

Member John Geiger stated the debate is you have two different concerns here as discussed in other committees. One concern here is pure operability on what do we do to help assure folks are on an interoperable system during an emergency. We want as many users on the system as possible to promote greater



interoperability. Separate and apart from that, do you include the cache or do you take them off the table and do a cost recovery?

Deputy Dana Gower stated as far as the fiscal in my conversations with Orange County they got push back from their member cities when it came to charging them for use of cache radios. These radios in cache and are not consuming airtime so they decided to have three tiers, for primary use, mutual aid and emergency only.

Executive Director Scott Edson asked when they issue a radio for every individual do they check them in and out. Deputy Gower stated that some agencies do like Santa Ana and Anaheim. Certain smaller cities like Tustin does not. In order to distinguish between primary and emergency use they do audits of the radios to assess use. If they detect use of a "cache radio", they will bring it up to the agency's attention.

Executive Director Edson stated the LA-RICS system has the ability to recognize how much traffic is transmitted and receiving per radio so use can be addressed via audit. At the Sheriff's Department, we issue radios.

Chair Pao stated there may be instances where the Deputy's home unit is in Lakewood and they live out in Palmdale but still monitors Lakewood's dispatch talk group. When they do that, they are using the LMR network resources on and off duty.

Deputy Gower stated that in Minneapolis when the bridge fell down you had people all over the state listening to what was going on. However, with this radio system's operation you can limit where the talk groups are being used. If you have an emergency in LAX, there is no need for Pomona to listen to it or Palmdale. That is a congestion issue, which can be mitigated with system controls. We are discussion treatment of cache for billing purposes.

Vice-Chair England stated that is why operationally we set it up the system to handle all of the regional users to accommodate a responder traveling from home to an incident and allow them to communicate even though it takes two hours to get to the incident because technically that's the best way to set the system up.

Member Rick Walczak stated Covina has 60 sworn police officers and 120 radios because occasionally they have volunteers and reserve officers with the radios for the most part sitting in cache. However, when we have the Christmas parade or another public event the use spikes. If we need to pay for cache radios, we engage in a discussion of operations and cost. We do not want to have fewer radios.

Chair Yokoyama asked if Covina has a reserve program, as some departments have a minimum of 20 hours per month requirement to be on duty at a patrol

station. He asked, where do we set the no charge threshold usage. That is the discussion / recommendation that needs to be addressed.

E. Computer Aided Dispatch and Records Management System, Request for Information

Contracts Manager Jeanette Arismendez presented Agenda Item E and informed the Committee that Authority staff is still in the information gathering stages and is looking at other agencies who have issued similar Request for Information (RFI) solicitations. In particular, the staff is reviewing what information was included that could be beneficial for inclusion in the upcoming RFI as well as potential updates in technology. The staff is also looking to other agencies that have sought out similar services by way of solicitation for computer-aided dispatch system and records management systems such as the Sheriff's Department.

F. Department of Homeland Security Mobility Acceleration Coalition

Chair Zuniga stated last month during the week of December 11, 2018, we took members to Harris County in Houston Texas. The purpose was for members to be engaged and to stay informed of the regional mobility planning efforts in their area. Chair Zuniga shared a handout of the Mobility Acceleration Coalition of public safety agencies across the Houston/Harris County and Los Angeles regions. Which includes the following information:

GOAL:

Avoid costly interoperability problems with mobile data adoption

OBJECTIVE:

Share lessons learned from respective FirstNet Early Builder programs to develop a set of best practices for adopting interoperable mobile technologies for public safety

HOW IS MAC FUNDED?

Department of Homeland Security (DHS) Science & Technology Directorate (S&T) awarded a Broad Agency Announcement (BAA) 14-02 FRG.21 to Mobility 4 Public Safety to facilitate MAC deliverables.

Chair Zuniga stated on day one they went over a program review with Houston Harris County and went over their process and practices and had good working group's discussions on the same. On day two, they went on a regional overview and paid a visit to their port security. On day, three was a joint planning workshop, which included discussions of best practices.

We started at their Tran star EOC, and then we went to Sector Houston U.S. coast guard area for what they offer. We met with their agency representatives and was



shown how they use their technology and best practices inclusive of the governance. Certain agencies have not achieved set policy and procedure for operations and governance and thus we had an opportunity to share a lot of what we are doing here at LA-RICS.

Discussions also focused on funding and grants. We talked about Cloud strategies and scenarios in addition to Identify credential access management (I CAM) for the future. We dove into the mobility portfolio and all the data we use as well as what Houston implemented in the events and emergency as well as resource use.

Regarding Mobile devices and user adoption and support, LA-RICS is much further ahead in application then they thought we were and with governance and policies than other participating agencies are. Harris County has had a lot of learning opportunities with incidents and events and how to get onboard with a common platform with other public safety providers, that is where they are ahead of us.

Moving forward a couple of the pilot programs could be coming soon. We are going to meet monthly and with the hope of deploying at a planned event and will keep you updated on the outcome.

Member Jeffrey Morgan stated on the previous topic on the CAD system that his agency are potentially looking at a similar solution. What is the potential scenarios for how you would use that as a subscription service?

Executive Director Edson responded the thought behind this is for centralized CAD and RMS It would be an add-on service that you can buy as an addition to your subscription. Instead of buying a \$5 million CAD, we would have a regional CAD that your agency will use to dispatch your people.

Similarly, another agency can use that CAD to dispatch their people. You will be able to see all those police and fire or emergency vehicles. For example, for \$5 a month per car you can subscribe to CAD and replace your existing CAD system you have. The vision is to allow agencies to see crime across borders in real time.

Member Morgan asked any time frame on that. Executive Director Edson responded the RFI should be out in a couple of months.

Member Chidester stated that EMS and laws CAD requirements are different. They are looking for new information and billing components. People that do the CAD for EMS are not the same people that do the CAD for LASD.

Contracts Manager Arismendez stated that is what is being requested in the RFI to potentially procure a CAD solution that can provide what is needed by EMS, Fire and Law.



Executive Director Edson closed with saying; we are letting them know how we want to do business and letting them recommend the best way to make it work so we all have some sort of CAD and RMS system on one platform. That is our goal.

VIII. ADMINISTRATIVE MATTERS (NONE)

IX. MISCELLANEOUS – (NONE)

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

XI. CLOSED SESSION REPORT – (NONE)

XII. ADJOURNMENT AND NEXT MEETING:

Operations Committee Vice-Chair Yokoyama announced adjournment of this meeting at 2:47 p.m., and the next Committee Meeting is on Tuesday, March 19, 2019, at 1:30 p.m., at LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, California 91754.



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
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<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 19, 2019

To: LA-RICS Joint Operations and Technical Committee Members

From: Scott Edson
Executive Director

CACHE RADIO RECOMMENDATION

The purpose of this discussion item is to provide recommendation on how to address active versus cache radios.

HY:jh



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SCOTT EDSON
EXECUTIVE DIRECTOR

March 19, 2019

To: LA-RICS Joint Operations and Technical Committee Members

From: Scott Edson
Executive Director

**OUTREACH TO U.S. COAST GUARD
SECTOR LOS ANGELES/LONG BEACH**

The purpose of this discussion item is to share the outreach visit with the U.S. Coast Guard Sector Los Angeles/Long Beach on January 23, 2019, with Committee Members.

HY:jh




**LOS ANGELES REGIONAL INTEROPERABLE
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SCOTT EDSON
EXECUTIVE DIRECTOR

March 19, 2019

To: LA-RICS Joint Operations and Technical Committee Members

From: Scott Edson
Executive Director 

OUTREACH TO JET PROPULSION LABORATORY

The purpose of this discussion item is to share the outreach visit with the Jet Propulsion Laboratory on February 22, 2019, with Committee Members.

HY:jh



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SCOTT EDSON
EXECUTIVE DIRECTOR

March 19, 2019

To: LA-RICS Joint Operations and Technical Committee Members

From: Scott Edson
Executive Director

LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING POLICY

The purpose of this discussion item is to provide an update to Committee Members regarding the attached recommended action taken in May of 2018, regarding the early onboarding policy.

SOC:jh

Attachments



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 22, 2018

Joint Operations and Technical Committee Members
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS AUTHORITY BOARD OF DIRECTORS TO APPROVE THE LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING POLICY (POLICY NO. 023-2018)

SUBJECT

Request from the Joint Operations and Technical Committees to recommend the LA-RICS Land Mobile Radio (LMR) System Early Onboarding Policy (Policy No. 023-2018) and corresponding Memorandum of Understanding (MOU), attached hereto, for use of the LMR System for operational usage prior to Final LMR System Acceptance, be presented to the Joint Powers Authority (JPA) Board of Directors (Board) with a recommendation of adoption and approval.

RECOMMENDED ACTIONS

It is recommended the Joint Operations and Technical Committees:

1. Approve recommendation to the Board of Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy and the corresponding LA-RICS LMR System Early Onboarding MOU, attached hereto as Enclosure 1, to ensure the Authority has a policy in place for use of the LMR System for operational purposes prior to Final LMR System Acceptance.
2. Approve recommendation to the Board to delegate authority to the Executive Director to execute MOUs with agencies interested in using the LMR System prior to Final LMR System Acceptance for operation and mission critical purposes.
3. Approve recommendation to the Board to delegate authority to the Executive Director to approve and execute amendments to the LMR System Early Onboarding MOU substantially similar in form to the attached at Enclosure 1, provided that they are approved as to form by Counsel to the Authority.

BACKGROUND

At the November 28, 2017 Joint Operations and Technical Committee Meeting, a recommendation was made to form an ad hoc working group to create an Early Onboarding Policy for those agencies who demonstrate interest in using the LMR System prior to Final LMR System Acceptance for operational purposes.

Since this time, the ad hoc working group has been working persistently to develop the enclosed policy and MOU for consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended actions will ensure the Authority has a policy in place to allow agencies to onboard onto the LMR System for operational purposes prior to Final LMR System Acceptance as well allow the Executive Director the ability to execute MOUs with agencies for such early usage of the LMR System.

It is necessary to implement a policy and corresponding MOU to allow agencies to use the LMR System prior to Final LMR System Acceptance for operational usage due to the fact that certain member agencies may have a need for use of the LMR System, despite not having achieved Final LMR System Acceptance, as it may be able to provide improved communication over some existing legacy communication systems.

The expectation is that the LMR System in its entirety will achieve Final LMR System Acceptance in 2020. However, certain member agencies may be able to benefit from using the LMR System ahead of 2020 if sites are constructed, deployed, and provide a coverage footprint within the agencies' regions.

The MOU contemplates the Authority conducting certain LMR System coverage analysis and assessment and a coverage map will be included in the MOU depicting the proposed coverage area.

Additionally, since the LMR System will not be fully constructed and deployed until 2020, there will be scheduled and potentially unscheduled downtimes. To account for this, the MOU stipulates that agencies must maintain and have available a backup and/or supplemental communications system to automatically revert to in the event of any such scheduled/unscheduled downtime.

With respect to liability issues that may arise from use of the LMR System prior to Final LMR System Acceptance, and given that the use is provided gratis to the LMR System at this time, the MOU requires agencies to indemnify the Authority for its use of the LMR System.

With respect to cost, the expectation is that the use of the LMR System prior to Final LMR System Acceptance will be provided on a gratis basis until such time as a subscription model/agreement is adopted by the Authority.

The term of the MOU is connected to either achieving Final LMR System Acceptance or a timeframe certain otherwise determined by the Authority to transition agency to a new subscription model/agreement for continued LMR System use.

FISCAL IMPACT/FINANCING

The activities contemplated in the recommended actions have no fiscal impact at this time as use of the LMR System prior to Final LMR System Acceptance would be provided on a gratis basis until such time as a subscription model/agreement is adopted.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon the Joint Committees' approval of the recommended actions, Authority staff will present the policy to the Board at the next available Board meeting for adoption and implementation.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

M:\LA-RICS POLICIES\Policy No. 023-2018 (LA-RICS LMR System Early Onboarding Policy)\Joint Tech & Ops (2018-05-22)\LMR Early Onboarding Committee Letter (2018-05-16).docx

c: Counsel to the Authority



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS LMR System Early Onboarding Policy		023-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	---	---

1.0 PURPOSE

To ensure that the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) has a policy in place to allow member agencies and users authorized by the Authority to onboard onto the Land Mobile Radio (LMR) System for operational usage prior to Final LMR System Acceptance on a gratis basis. Final LMR System Acceptance is achieved when the LMR System Contractor has fully performed, provided, completed, and delivered a functional LMR System that complies with the Testing and Acceptance requirements, Statement of Work criteria, LMR System Specifications, and the Warranty Period pursuant Agreement No. LA-RICS 007.

2.0 POLICY

This LA-RICS LMR System Early Onboarding Policy ensures consistent protocols are in place and formalizes the operational usage of the LMR System prior to Final LMR System Acceptance, by way of a Memorandum of Understanding (MOU) herein attached as Enclosure 1.

Pursuant to this Policy No. 023-2018, member agencies, subscribers, emergency response and support personnel, communication, operations and technical personnel, State/Local/Federal government representatives, non-governmental organizations (NGOs), and other system users as authorized by the Authority who wish to use the LMR System prior to Final LMR System Acceptance for operational usage will be required to enter into and comply with the terms, conditions, and guidelines set forth in the LMR System Early Onboarding MOU (Enclosure 1), which includes among other things, the adherence to and compliance with the LA-RICS LMR System Standard Operating Procedures pursuant to Policy No. 022-2018.

Upon Final LMR System Acceptance, or another date certain as determined by the Authority to transition agencies to a new user agreement (e.g. subscription plan and/or, subscription agreement, etc.) for continued LMR System use, all LMR

POLICY TITLE	POLICY NO.
LA-RICS LMR System Early Onboarding Policy	023-2018

System Early Onboarding MOUs will expire pursuant to the terms and conditions set forth in the attached MOU.

3.0 **DELEGATED AUTHORITY**

The Executive Director has delegated authority to execute in substantially similar form the LMR System Early Onboarding MOUs (Enclosure 1) with agencies interested in onboarding onto the LMR System prior to Final LMR System Acceptance. The Executive Director shall report back monthly to the Board regarding which agencies have executed MOUs with the Authority in the prior month.

The Executive Director will solicit recommendations from the Joint Operations and Technical Committees for updates to the MOU, as may be needed, and return back to the Board for approval of any updated language that materially changes the terms and conditions of the MOU.

This policy further authorizes the Executive Director to approve and execute amendments to the LMR System Early Onboarding MOU (Enclosure 1) to update and revise exhibits to the MOU that do not materially change the MOU, provided that they are approved as to form by Counsel to the Authority.

References:

- May 22, 2018 – LA-RICS Joint Operations and Technical Committees Action (Agenda Item D)
 - Approve recommendation to the Board for approval and adoption of LA-RICS LMR System Early Onboarding Policy and corresponding MOU.

**LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING
MEMORANDUM OF UNDERSTANDING**

NAME OF AGENCY

This Memorandum of Understanding (the "MOU") is made and entered into this _____ day of _____, 2018, by and between **Agency** hereinafter referred to as "**Agency**" and the Los Angeles Interoperable Communications System Authority (LA-RICS), a Joint Powers Authority, hereinafter collectively referred to as the "Authority" (collectively, the "Parties" or individually, a "Party").

RECITALS

WHEREAS, the Authority entered into Agreement No. LA-RICS 007 on August 15, 2013, with Motorola Solutions, Inc. (Motorola) for the design, construction, and implementation of a Land Mobile Radio (LMR) System.

WHEREAS, the Authority has since deployed a portion of the LMR System consisting of Core 1, Core 2, a number of LMR System Sites, and any other LMR sites that may be constructed, launched, and included in the LMR System prior to Final LMR System Acceptance (hereinafter collectively referred to as "Pre-Acceptance LMR System"), for operational usage to the extent coverage is available. Final LMR System Acceptance is achieved when the LMR System Contractor has fully performed, provided, completed, and delivered a functional LMR System that complies with the Testing and Acceptance requirements, Statement of Work criteria, LMR System Specifications, and the Warranty Period pursuant Agreement No. LA-RICS 007.

WHEREAS, the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) took certain action on _____, 2018, to approve the LA-RICS LMR System Standard Operating Procedures (SOP) Policy (Policy No. 022-2018), which may be updated from time to time, to ensure consistent protocols are in place and formalizes the operational guidelines, technological specifications, and technological requirements including cybersecurity, for use of the LMR System by member agencies, subscribers, emergency response and support personnel, communications operational and technical personnel, State/Local/Federal government representatives, non-governmental organizations (NGOs), and other system users as authorized by the Authority.

WHEREAS, the LA-RICS JPA Board took certain action on _____, 2018, to approve the LA-RICS LMR System Early Onboarding Policy (Policy No. 023-2018), which may be updated from time to time, to ensure consistent protocols are in place and formalizes the operational usage of the LMR System by member agencies, subscribers, emergency response and support personnel, communication, operations and technical personnel, State/Local/Federal government representatives, NGOs, and other system users as authorized by the Authority prior to Final LMR System Acceptance for operational usage purposes.

WHEREAS, the Authority has conducted certain Pre-Acceptance LMR System coverage analysis and has determined the **Agency's** area is currently within the Pre-

Acceptance LMR System's coverage footprint such that **Agency** can utilize the Pre-Acceptance LMR System for operational usage prior to Final LMR System Acceptance.

WHEREAS, the Authority wishes to enter into this MOU to provide use of its Pre-Acceptance LMR System for operational usage, to the extent available, to its member agencies and other LMR System users as authorized by the Authority, for operational purposes prior to Final LMR System Acceptance on a gratis basis.

WHEREAS, **Agency** desires to enter into this MOU to use the Pre-Acceptance LMR System for its operation, to the extent available, for its operational purposes prior to Final LMR System Acceptance on a gratis basis.

WHEREAS, **Agency** acknowledges that use of the Pre-Acceptance LMR System prior to Final LMR System Acceptance for operational usage purposes will require **Agency** to maintain either its current, a backup and/or supplemental communications system to ensure **Agency** has access to another communications system in the event of scheduled, unscheduled, or unforeseen downtime impacting the Pre-Acceptance LMR System.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. INCORPORATION OF RECITALS

The Recitals contained herein are contractual in nature and are not merely recitals, and are incorporated fully herein as terms of this MOU.

2. PURPOSE

The purpose of this MOU is to allow the Authority to grant **Agency** access for use of the Pre-Acceptance LMR System prior to Final System Acceptance and set forth the terms and conditions of such use.

3. CONDITIONS OF USE OF PRE-ACCEPTANCE LMR SYSTEM

- 3.1 **Agency** enters into this MOU with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, technical requirements including cybersecurity, pursuant to the LMR System SOP, which may be updated from time to time.
- 3.2 **Agency** enters into this MOU with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. The Authority will notify and provide copies to **Agency** of all such policies.
- 3.3 **Agency** enters into this MOU with the understanding and acknowledgment that the Authority has conducted certain Pre-Acceptance LMR System coverage analysis as depicted in Exhibit A (Coverage Map) to this MOU,

and **Agency** has determined such Pre-Acceptance LMR System coverage is acceptable for its operational usage purposes.

- 3.4 **Agency** enters into this MOU with the understanding and acknowledgment that use of the Pre-Acceptance LMR System prior to Final LMR System Acceptance for operational usage requires **Agency** to maintain either its current, a backup and/or supplemental communications system to ensure **Agency** has access to a communications system in the event of scheduled, unscheduled, or unforeseen downtime impacting the Pre-Acceptance LMR System. By entering into this MOU, **Agency** acknowledges and confirms it has either a current, backup and/or supplemental communications system in place to rely on and automatically revert to in the event of scheduled, unscheduled, or unforeseen downtime impacting the Pre-Acceptance LMR System.
- 3.5 **Agency** agrees and acknowledges that it will utilize the _____ system as its backup/supplemental communications system to rely on and automatically revert to in the event of scheduled and/or unscheduled downtime impacting the Pre-Acceptance LMR System, and confirms that this system is operational and effective for its operational uses.
- 3.6 **Agency** enters into this MOU with the understanding and acknowledgement that in order to use the Pre-Acceptance LMR System, **Agency** will need and use compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz operation, **Agency's** subscriber equipment must be able to operate in P25 Phase 2 (TDMA) mode.
- 3.7 **Agency** enters into this MOU with the understanding and acknowledgment that, except as otherwise provided herein, the **Agency** will be provided twenty-four (24) hour-a-day access to use the Pre-Acceptance LMR System with talk groups mutually agreed upon by all Parties pursuant to Exhibit B (Talk Group Details) of this MOU. Provided Authority resources are available, **Agency's** Radio Equipment may be pre-programmed by the Authority for use on the Pre-Acceptance LMR System, which will include the **Agency's** current radio channels as further defined in Section 4 (Scope of Programming Services). Additional Pre-Acceptance LMR System talk groups may be available upon written request to and approval from, the Authority, after execution of this MOU.
- 3.8 **Agency** enters into this MOU with the understanding and acknowledgment that the Pre-Acceptance LMR System is part of a larger LMR System that is currently in the design, construction, and implementation phases. For this reason, the Pre-Acceptance LMR System may experience scheduled downtimes. In the event the Pre-Acceptance LMR System must be taken down for any reason, the Authority will reasonably notify **Agency** of such

shut down by email notification to the Agency's designee and telephonic notification to the **Agency's** dispatch center.

- 3.9 **Agency** enters into this MOU with the understanding and acknowledgement that the Authority's Pre-Acceptance LMR System may not have the same radio coverage as **Agency's** existing regularly assigned radio channels. **Agency** agrees that it will inform all of its users on the Pre-Acceptance LMR System of this and will adjust its operations accordingly to account for this.
- 3.10 **Agency** enters into this MOU with the understanding and acknowledgement that in the event its users operating on the Pre-Acceptance LMR System need to call for emergency assistance, they shall reach out to the contacts set forth in Exhibit C (Notification Contact List) to this MOU.
- 3.11 **Agency** enters into this MOU with the understanding and acknowledgement that the **Agency** is responsible for training and educating users regarding use of radios on the Pre-Acceptance LMR System, specifically fallback procedures to the Member/Agency's current, backup and/or supplemental communications system in the event of a Pre-Acceptance LMR System outage.
- 3.12 **Agency** enters into this MOU with the understanding and acknowledgement that radio conversations conducted on the Pre-Acceptance LMR System may be recorded by the Authority and certain access may be granted to the Agency. However, **Agency** understands and acknowledges that recording of the **Agency's** radio audio is the responsibility of the **Agency**. For additional information regarding recording, please refer to Section 5.13 (Audio Logging Recorders) of the LMR System SOP.

4. SCOPE OF PROGRAMMING SERVICES

- 4.1 **Agency** may request the Authority, and its staff who are on loan from the County of Los Angeles (County), to the extent that such resources are available, to program (hereinafter referred to as "Programming Services") **Agency's** own public safety radios, subscriber equipment, and/or radio accessories (collectively referred to as "**Agency's** Radio Equipment" or "Radio Equipment") in order to use the Pre-Acceptance LMR System. In the event that **Agency** requests the Authority to provide such Programming Services, the Authority has the right, in its sole discretion, to determine (1) whether it will render such Programming Services and (2) what Radio Equipment will be accepted for Programming Services, with such determinations being made on a case-by-case basis by the Executive Director or his designee.
- 4.2 In the event the Authority will perform Programming Services, Exhibit D (Radio Equipment List) to this MOU shall be completed and shall identify all Radio Equipment that the Parties agree will be serviced.

- 4.3 If the **Agency** finds its Radio Equipment is not functioning properly after being programmed by the Authority, the **Agency** shall immediately remove the Radio Equipment from Service and may elect to return the Radio Equipment to the Authority for additional diagnosis and reprogramming.
- 4.4 In the event that the Authority has loaned **Agency** equipment owned by the Authority (i.e. portable radios, mobile radios, base station radios, radio accessories, collectively "Loaned User Equipment") under a separately executed "*Memorandum of Understanding for Use of LA-RICS User Equipment*," **Agency** may deliver its Loaned User Equipment to the Authority for programming pursuant to the terms of and conditions of the "*Memorandum of Understanding for Use of LA-RICS User Equipment*."

5. TERM OF MOU

- 5.1 The term of this MOU shall commence upon execution by both parties and shall expire on the earlier of: (1) upon Final LMR System Acceptance pursuant to Agreement No. LA-RICS 007, unless the term of this MOU is otherwise extended by the Parties to transition **Agency** to a new agreement (e.g. subscription plan and/or, subscription agreement, etc.) for continued use of the LMR System following Final LMR System Acceptance; or (2) notice of termination by either Party pursuant to Section 5.3 below. The Authority will notify **Agency** within a reasonable timeframe of the expected termination date of this MOU due to Final LMR System Acceptance, or any timeframes related to the transition of **Agency** to a new agreement, whatever that may be, for continued LMR System use.
- 5.2 In the event the need exists to extend this MOU, this MOU may be extended by mutual agreement of the parties hereto and be memorialized pursuant to Section 18 (Amendments) of this MOU.
- 5.3 Notwithstanding the foregoing, either Party may terminate this MOU at any time for any reason upon giving thirty (30) calendar days prior notice from the effective date of any such termination.

6. CONSIDERATION

This MOU, inclusive of use of the Pre-Acceptance LMR System and rendering of Programming Services, is granted on a gratis basis in furtherance of public safety goals. Consideration for this MOU is the Parties' full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein. In the future, should the Authority require payment for the use of the Pre-Acceptance LMR System, the Authority will notify **Agency** and a new agreement will be executed accordingly as specified in Section 5.1 of this MOU.

7. DESIGNATED ADMINISTRATORS

7.1 The authorized **Agency** official specified in this Section 7 (Designated Administrators) is hereby designated as the contact officer for all matters relating to the **Agency's** performance of its obligations under this MOU. The Authority shall not take direction from any **Agency's** employee or official other than the contact officer (or his/her designee).

- **Agency** Designated Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

- **Agency** Designated Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

7.2 The contact officer for all matters relating to the Authority's performance of its obligations under this MOU shall be the Executive Director (or his/her designee) as outlined in this Section 7.2.

- Authority Designated Administrator:

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

- Authority Designated Administrator Designee:

LA-RICS
Susy Orellana-Curtiss
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
susy.orellana-curtiss@la-rics.org
(323) 881-8292

7.3 In the event of a dispute between the Parties to this MOU as to the extent of the duties and functions to be rendered hereunder, or the minimum level

or manner of performance of such deployment, the **Agency** shall be consulted and a mutual determination thereof shall be made by both the **Agency** and the Authority.

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

8. NOTICES

- 8.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner pursuant to this Section 8 (Notices) and shall be addressed to the individuals set forth in Exhibit C (Notification Contact List), which may be updated from time to time, based on a situational case-by-case basis as further specified in Exhibit C (Notification Contact List).
- 8.2 Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this MOU shall be in writing, unless otherwise specified in Exhibit C (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
 - f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 8.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed

undeliverable by the postal authorities, messenger or overnight delivery service.

- 8.4 Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

9. INDEMNITY, HOLD HARMLESS, DISCLAIMERS

9.1 **Agency** accepts the Pre-Acceptance LMR System as-is, and assumes all risks, both known or unknown to **Agency**, arising from or connected with this MOU, from use of the Pre-Acceptance LMR System, and from the performance of Programming Services rendered on **Agency** Radio Equipment and/or Loaned Radio Equipment covered by this MOU. Member/Agency agrees to defend, indemnify, and hold harmless the Authority, its member agencies, including the County, and their elected and appointed officers, member departments, agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, lawsuits, actions, loss, damage and/or injury fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with this MOU, except for such loss or damage resulting from the willful misconduct of the Authority.

9.2 AUTHORITY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR THE PRE-ACCEPTANCE LMR SYSTEM AND PROGRAMMING SERVICES PROVIDED BY THIS MOU.

10. INDEPENDENT STATUS

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

11. ASSIGNMENT

This MOU is personal to Authority and the **Agency**, and, in the event the **Agency** shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

12. DEFAULT

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

13. WAIVER

13.1 Any waiver by either Party of the breach of any one or more of the covenants, conditions, terms and MOUs herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or MOU herein contained, nor shall failure on the part of either Party to require exact, full and complete compliance with any of the covenants, conditions, terms or MOUs herein contained be construed as in any manner changing the terms of this MOU or stopping either Party from enforcing the full provisions thereof.

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

14. INTERPRETATION

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

15. GOVERNING LAW, JURISDICTION, AND VENUE

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

16. SEVERABILITY

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

17. FACSIMILE REPRESENTATIONS

Agency and the Authority hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in

appropriate places on the MOU and/or amendments to the MOU, and received via electronic mail transmission or communications facilities, as legally sufficient evidence that such original signatures have been affixed to the MOU and/or any amendments to this MOU, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

18. AMENDMENTS

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

19. ENTIRE MOU

This MOU, Exhibit A (Coverage Map), Exhibit B (Talk Group Details), Exhibit C (Notification Contact List), Exhibit D (Radio Equipment List), and any executed Amendments, between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both **Agency** and Authority.

(Signature Page – following page)

IN WITNESS WHEREOF, Authority has executed this MOU or caused it to be duly executed, and **Agency**, by Order of its authorizing body, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written above.

AGENCY

City Manager/Authorized Agency Official

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Executive Director, Scott Edson

COVERAGE MAP

Coverage Map to be completed and attached prior to MOU execution

TALKGROUP DETAILS

Talk Group Details to be negotiated with Agency prior to MOU execution

Parties shall agree on the specific Agency talkgroup details prior to execution of the MOU. Such talkgroup details shall be consistent with the LA-RICS Standard Operating Procedures (SOP) as follows:

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

NOTIFICATION CONTACT LIST

1. Pre-Acceptance LMR System Help Desk

In the event **Agency** requires assistance (none emergency and/or service delivery issue) while using the Pre-Acceptance LMR System during normal business days, Monday through Friday and hours (8 a.m. to 4 p.m.) **Agency** may contact the Pre-Acceptance LMR System Help Desk, in person, by phone and/or email as follows:

LA-RICS Headquarters
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
(323) 881-8185
LARICS.Service@la-rics.org

LA-RICS Headquarters
Michael Dunning
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8309
mdunning@isd.lacounty.gov

2. Pre-Acceptance LMR System Network Operations Center

In the event **Agency** requires immediate assistance due to service outage while using the Pre-Acceptance LMR System, **Agency** may contact the Pre-Acceptance LMR System Help Desk by phone and/or email as follows:

LA-RICS Network Operation Center
1277 N. Eastern Ave.
Los Angeles, CA 90063
Telephone Number
LARICS.Service@la-rics.org

3. Service and Emergency Notifications

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

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

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

RADIO EQUIPMENT LIST

Radio Equipment List to be completed in the event the Authority will be rendering Programming Services.

Type of Equipment (Ex: Radio, Battery, Battery Charger, etc.)	Asset/Serial Number	Issue(s) (Ex: Diagnose problem, Repair, Program)	Signatures for: Delivered by Agency ----- Accepted by Authority	Signatures for: Returned by Authority ----- Accepted by Agency



**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

March 19, 2019

To: LA-RICS Joint Operations and Technical Committee Members

From: Scott Edson
Executive Director

LA-RICS LAND MOBILE RADIO SYSTEM CAPACITY

The purpose of this discussion item is to provide an update to Committee Members regarding the Land Mobile Radio (LMR) system capacity.

TP;jh