



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### JOINT OPERATIONS & TECHNICAL COMMITTEE MEETING

Tuesday, October 24, 2017 • 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: October 19, 2017**

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>.

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#### **OPERATIONS COMMITTEE**

##### **Members:**

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

##### **Alternates:**

**Mike Iwanaga**, Los Angeles County, CEO  
**Chris Bundesen**, County of Los Angeles Fire Dept.  
**Karolyn Fruhwirth**, Los Angeles County DHS  
**Eric Zanteson**, Los Angeles Area Fire Chiefs Association  
**Shelly Vander Veen**, L.A. County Police Chiefs Association  
**Sven Crongeyer**, L.A. County Sheriff’s Department  
**Ric Walczak**, Covina Police Dept.  
**Cardell Hurt**, Inglewood Police Dept.  
**Brian Leyn**, Signal Hill Police Dept.  
**Vacant**

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#### **TECHNICAL COMMITTEE**

##### **Members:**

1. **John Geiger**, Los Angeles County, CEO
2. **Ted Pao, Chair**, Los Angeles County Internal Services Dept.
3. **Judy Anderson**, L.A. County Sheriff’s Department
4. **Jeffrey Morgan**, Los Angeles County DHS
5. **Steven Page**, Los Angeles Area Fire Chiefs Association
6. **Elliot Kase**, Alhambra Police Department
7. **Scott England, Vice-Chair**, County of Los Angeles Fire Dept.
8. **John Curley**, Covina Police Dept.
9. **Jeff Steinhoff**, Inglewood Police Dept.
10. **Ron Sagmit**, Signal Hill Police Dept.

##### **Alternates:**

**Mike Iwanaga**, Los Angeles County, CEO  
**Mike Dunning**, Los Angeles County Internal Services Dept.  
**Sven Crongeyer**, L.A. County Sheriff’s Department.  
**Kim Buard**, Los Angeles County DHS  
**Eric Zanteson**, Los Angeles Area Fire Chiefs Association  
**Vacant**  
**Rufino Fernandez**, County of Los Angeles Fire Dept.  
**Ric Walczak**, Covina Police Dept.  
**Cardell Hurt**, Inglewood Police Dept.  
**Brian Leyn**, Signal Hill Police Dept.

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##### **Officers:**

**Scott D. Edson**, Executive Director

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**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. August 22, 2017 – Regular Meeting Minutes**

Agenda Item A

**IV. PUBLIC COMMENTS**

**V. CONSENT CALENDAR – (NONE)**

**VI. REPORTS (B-C)**

**B. Status Report Update for LTE**

**C. Status Report Update for LMR**

**VII. DISCUSSION ITEMS (D)**

**D. LMR Migration Plan**

**VIII. ADMINISTRATIVE MATTERS (E-F)**

**E. APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS  
AUTHORITY BOARD OF DIRECTORS TO REVISE THE LA-RICS SPECIAL  
EVENTS DEPLOYMENT POLICY**

It is recommended that the Joint Operations and Technical Committee:

1. Approve and recommend approval to the LA-RICS Board of the recommended revisions to the existing Special Events Deployment Policy to reflect the following:
  - a. Update the policy to reflect the revisions contemplated in Enclosure (LA-RICS Asset Deployment Policy) to align with current deployment processes and operations for LA-



RICS Assets (e.g. System on Wheels (SOW), portable radios, radio accessories, Public Safety Broadband Network (PSBN) devices, etc.) in support of an event.

- b. Delegate authority to the Executive Director to determine whether a Member and Non-Member of the Authority shall be responsible for costs associated with staff required to support the event as well as other costs that may be necessary to support the event.
- c. Delegate authority to the Executive Director to execute a Memorandum of Understanding (MOU) for Use of LA-RICS Assets (Enclosure B), substantially similar to the enclosed, when LA-RICS assets are deployed to a Member and Non-Member event, which includes a cost-recovery provision, in the event a Member and Non-Member is responsible for costs associated supporting the event.
- d. Delegate authority to the Executive Director to make the determination whether an MOU is required to be executed depending on the nature of the deployment of an event, in particular, (1) whether or not a Member and Non-Member will be responsible for costs associated with supporting the event, and (2) whether a Member and Non-Member will take possession of any LA-RICS assets as part of the event.

#### Agenda Item E

**F. APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS AUTHORITY BOARD OF DIRECTORS TO APPROVE THE LA-RICS CYBERSECURITY INCIDENT RESPONSE POLICY AND ADOPTION OF THE LA-RICS CYBERSECURITY INCIDENT RESPONSE PLAN**

It is recommended that the Joint Operations and Technical Committee:

- 1. Approve recommendation to the Board of the enclosed LA-RICS Cybersecurity Incident Response Policy to ensure the Authority has the appropriate measures to respond to any cybersecurity threat to the LMR and/or PSBN Systems.



2. Recommend adoption by the Executive Director of the LA-RICS Cybersecurity Incident Response Plan, which may be updated from time to time, incorporated by reference due to the security sensitive nature of the document.

Agenda Item E

**IX. MISCELLANEOUS – (None)**

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

**XI. ADJOURNMENT AND NEXT MEETING:**

Tuesday, November 28, 2017, at 1:30 p.m., LA-RICS Headquarters – Large Conference Room, 2525 Corporate Place, Suite 200, Monterey Park, CA 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 & TECHNICAL COMMITTEE MEETING MINUTES**

**LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Tuesday, August 22, 2017 • 1:30 p.m.  
LA-RICS Headquarters – Large Conference Room  
2525 Corporate Place, Suite 200, Monterey Park, CA 91754

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## **Operations Committee Members Present:**

**John Geiger**, CEO, County of Los Angeles  
**Kyle Zuniga, Chair**, County of Los Angeles Fire Department  
**Judy Anderson**, Los Angeles County Sheriff's Department  
**Shelly Vander Veen**, Los Angeles County Police Chiefs Association  
**Chris Donovan**, Los Angeles Area Fire Chiefs Association  
**Ric Walczak**, City of Covina Police Department  
**Ron Sagmit**, City of Signal Hill Police Department

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## **Technical Committee Members Present:**

**John Geiger**, CEO, County of Los Angeles  
**Ted Pao, Chair**, County of Los Angeles Internal Services Department  
**Scott England**, County of Los Angeles Fire Department  
**Judy Anderson**, Los Angeles County Sheriff's Department  
**Jeffrey Morgan**, County of Los Angeles Dept. of Health Services  
**Eric Zantesson**, Los Angeles Area Fire Chiefs Association  
**Elliot Kase**, City of Alhambra Police Department  
**Ric Walczak**, City of Covina Police Department  
**Ron Sagmit**, City of Signal Hill Police Department

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## **Absent:**

**Jeff Steinhoff**, City of Inglewood

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## **Officers Present:**

**Scott Edson**, LA-RICS Executive Director  
**Jeanette Arismendez**, LA-RICS Project Team

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

**I. CALL TO ORDER**

Operations Committee Chair Chief Kyle Zuniga called the meeting to order at 1:35 p.m.

**II. ANNOUNCE QUORUM – Roll Call**

Secretary Geoia Bearden took roll call for each committee with both having reached quorum.

**III. APPROVAL OF MINUTES**

**A. August 22, 2017 – Regular Meeting Minutes**

Chief Zuniga asked for a motion to approve the minutes. Committee Member John Geiger moved to approve, seconded by Operations Committee Vice Chair Lt. Judy Anderson.

**MOTION APPROVED.**

**IV. PUBLIC COMMENTS – (NONE)**

**V. CONSENT CALENDAR – (NONE)**

**VI. REPORTS (B-C)**

**B. Status Report Update for LTE**

Steve Sidore of Televate broadband engineering consultant team provided status: The whole system is built, with 61 sites connected to power; 8 sites are in process of power connectivity and should be completed over the next month and a half. Coverage assessments and “on boarding” are in process. FirstNet selected AT&T as its vendor for deployment of the National Public Safety Broadband Network with a draft plan submitted to the State of California. A final revised plan from FirstNet is expected by the mid to end of September, with Opt- in/out decisions to be made by the end of December. In anticipation of the State opting-in, staff will continue to work with AT&T on a transition plan.

**C. Status Report Update for LMR**

Chris Odenthal of Jacobs project management team provided status: Nine (9) more sites have been completed; additional 9 will be under construction in the next 30-60



days. The expectation is for 18-19 sites to be built by March 2018 throughout the County.

This does not necessarily mean “transmitting” by then, or in use. The core locations are Palmdale Sheriff’s Station and Fire Command and Control Facility (FCCF).

For UASI Grant ’11-’16, LA-RICS will have both redundant cores operating for the first time. UASI ’17 funds have been allocated, the Authority is now awaiting receipt from the Mayors’ office/Cal-OES/FEMA for the sub-recipient agreement formally awarding the funds. Permit sites in UASI ’17 are in flux, some are hard to build, (i.e., Catalina Island), and thus will move to UASI ’18, replaced with “backfill” sites that are able to move forward with construction sooner. Nine more sites are scheduled to be constructed in the next 6 months. UASI ’18 is expecting an award of \$35 million and will finish the infrastructure of the LMR system. UASI ’19 grant will be used for testing/validation and system close out.

## **VII. DISCUSSION ITEMS (D-E)**

### **D. Discussion on LMR Early Deployment System**

Operations Committee Vice Chair Lt. Anderson reports LA-RICS has an LMR Early Deployment System up and running and introduced Deputy Dana Gower who provided an overview:

The LMR early deployment was put on air in 2013, 8 sites are connected via County microwave to the core at FCCF. The LMR early deployment provides good coverage, with 1,400 active users. UHF has 11 channels, and 6 channels on 700 Mhz.

Committee Member John Geiger asked which agencies use the system; Deputy Gower replied that LASD uses it as well as City of Bell, cities in East San Gabriel Valley, and the Coast Guard. For a matter of the record, the following agencies have radios on the early deployment system:

Bell, Claremont, US Coast Guard, Glendora, Irwindale, County of LA (Demo pool including Fire, ISD, LASD), San Fernando, Sierra Madre, Signal Hill, UCLA Police Department.

Lt. Anderson suggested developing a migration plan for member agencies to onboard LA-RICS, (i.e., P25 radios, equipment, etc.). The Operations Committee wants to work with the Technical Committee to develop a plan, individually tailored to each agencies’ needs, develop a list of requirements for user equipment as well as discuss programming radios, key codes, etc. Technical Committee Chair Ted Pao volunteered Technical Committee members to assist with the items mentioned by Lt. Anderson. Technical Committee Chair Pao made the point that it takes a few





budget cycles for agencies to appropriate funds for purchase of equipment required to operate on the LMR system and thus, establishing a migration plan ahead of system adoption is critical. Committee Member Geiger stated it was important to quantify the migration costs and return to the Board with the transition plan to explain how this impacts the costs for members, etc. Mr. Geiger also suggested a migration “template” be presented to other groups for their review and consideration. Program Manager Odenthal suggested that working with the City of Signal Hill as a demonstration agency coming onboard to the LA-RICS LMR system makes sense so the appropriate timelines can be derived from their experience/process to assist other agencies with expected timelines and cost for purchasing user devices, establishing security policies and protocol, etc. Committee Member Geiger mentioned it would be helpful to have a migration plan template to serve as a starting point for other agencies. Program Manager Odenthal stated cities of Bell and Inglewood already have similar samples.

**E. Discussion on Deploying LA-RICS Assets**

Operations Committee Vice Chair Lt. Anderson discussed LA-RICS deployable assets such as “Site on Wheels” (SOW) with digitally trunked radios used in the Rose Parade, and explained how certain LA-RICS Board Members asked if those assets could be used by member agencies (and/or non-members), how agencies could go about requesting use, and whether cost recovery would be a factor. This item is intended to start the discussion on whether we want to consider “loaning” LA-RICS assets to members and how we would go about doing so. The SOW can only be driven by Class A drivers and requires technical staff for deployment and thus recovery of staff costs required to deploy the asset is also up for discussion. Lt. Anderson mentioned LA-RICS is hoping to add Rapid Response Vehicles equipped with LTE and could potentially be included in the list of deployable assets for potential use by other agencies. Program Manager Odenthal mentioned this is a policy decision the LA-RICS Board has requested input from both the Technical and Operations Committees. Chief Kase initiated questions regarding assets purchased with UASI funds and whether or not they should be shared with the region. Operations Committee Vice Chair Anderson stated it isn’t a question of whether they would be made available, but instead how to go about procedurally, as well as who pays for the required personnel trained and tasked with deploying the asset. Should LA-RICS be responsible for the deployment and bear the costs? Chief Kase stated its a question of “marketing” and whether LA-RICS wants to use these events as opportunities to demonstrate the system capabilities. Operations Committee Vice Chair Anderson stated that is accurate for demonstration and “marketing” events, but what about other events that go beyond the demonstrations identified by the Authority that are large-scale, require extensive staffing and significant investment of funds. Sgt. Crongeyer stated if an incident is declared a disaster, Mutual Aid policies would be in effect and requests would be handled by the Sheriff’s Department’s Emergency Operations Bureau and funded accordingly.



Director Edson reminded attendees that any recommendations made at this meeting can always be changed later. As the project grows and evolves, any policies recommended by this body and adopted by the Board can be modified.

Committee Member Geiger stated the Board discussed this item and he recalls deployments during regular hours of operation could be absorbed by the Authority, however instances involving overtime and other resources would be addressed with the requesting agency. He stated these demonstration events should be considered “marketing” prior to system acceptance as long as consensus is reached in advance depending on intended use, breadth of event, etc. Committee Member Geiger stated no one should have to carry the full burden. Operations Committee Vice Chair Anderson agreed the events are being treated as demonstrations to date, however the request is to develop policy and procedures that could be utilized once the system goes live.

Program Manager Chris Odenthal pointed out that LA-RICS has “assets” that could be deployed; we simply need to develop a plan on how to make the best use of those assets for the region. Technical Committee Chair Ted Pao recommended informing the agencies in the area regarding the assets available within LA-RICS. Sgt. Crongeyer recommended placing information regarding available assets in the LA-RICS newsletter.

Jeffrey Morgan from the Department of Health Services (DHS) stated that Eileen Healy from Televate reached out to his Department and assisted DHS with routers and radios, and perhaps that approach to market the available assets could be taken.

From the perspective of independent cities, Chief Kase advocated the Site on Wheels be coordinated with emergency operations bureaus and Mutual Aid responders since the newsletter doesn’t really reach out to first line level personnel.

**VIII. ADMINISTRATIVE MATTERS (None)**

**IX. MISCELLANEOUS – (None)**

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

Sergeant Sven Crongeyer urged attendees to monitor the status of FirstNet and the California State plan which will impact this regions’ operations and our use of the existing Public Safety Broadband Network. Scott England from Los Angeles County Fire stated it is important to keep in the forefront the issues with commercial carriers and their solution being offered. What happens when their systems become saturated, despite preemption and priority, will the user have access to dedicated spectrum? We need to understand



whether there will be dedicated bandwidth and whether priority or preemption will work for public safety when the system is saturated.

**XI. ADJOURNMENT AND NEXT MEETING:**

Chief Zuniga announced adjournment of this meeting at 2:14 p.m. The next Committee Meeting will be September 26, 2017, at 1:30 p.m., at the LA-RICS Headquarters, 2525 Corporate Place, Monterey Park 91754, Suite 200 Large Conference Room.



**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 24, 2017

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

Dear Committee Members:

**APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS TO REVISE THE LA-RICS SPECIAL EVENTS  
DEPLOYMENT POLICY**

**SUBJECT**

Joint Operations and Technical Committee approval is requested to revise the existing Special Events Deployment policy to, among other things, align the policy with current Los Angeles Regional Interoperable Communications System (LA-RICS) operations and include a Memorandum of Understanding (MOU) with a cost recovery provision. Once Committee approval is secured, the Joint Committee will recommend adoption of the Policy and corresponding MOU to the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority (JPA) Board of Directors (Board).

**RECOMMENDED ACTIONS**

It is recommended that the Joint Operations and Technical Committee:

1. Approve and recommend approval to the LA-RICS Board of the recommended revisions to the existing Special Events Deployment Policy to reflect the following:
  - a. Update the policy to reflect the revisions contemplated in Enclosure A (LA-RICS Asset Deployment Policy) to align with current deployment processes and operations for LA-RICS Assets (e.g. System on Wheels (SOW), portable radios, radio accessories, Public Safety Broadband Network (PSBN) devices, etc.) in support of an event.

**AGENDA ITEM E**

- b. Delegate authority to the Executive Director to determine whether a Member and Non-Member of the Authority shall be responsible for costs associated with staff required to support the event as well as other costs that may be necessary to support the event.
- c. Delegate authority to the Executive Director to execute a Memorandum of Understanding (MOU) for Use of LA-RICS Assets (Enclosure B), substantially similar to the enclosed, when LA-RICS assets are deployed to a Member and Non-Member event, which includes a cost-recovery provision, in the event a Member and Non-Member is responsible for costs associated supporting the event.
- d. Delegate authority to the Executive Director to make the determination whether an MOU is required to be executed depending on the nature of the deployment of an event, in particular, (1) whether or not a Member and Non-Member will be responsible for costs associated with supporting the event, and (2) whether a Member and Non-Member will take possession of any LA-RICS assets as part of the event.

### **BACKGROUND**

On February 2, 2017, the Board approved the LA-RICS Special Event Deployment Policy authorizing at the time, the Executive Director, the authority to approve LA-RICS' participation in certain special events/pre-planned events.

At this meeting, the Board approved a motion to allow the Executive Director the discretion to take the following actions:

1. Approve participation in special and/or pre-planned events (event) on a case by case basis, as follows:
  - a. LA-RICS Authority will provide available equipment and use of the System(s) to Members free of charge;
  - b. Members and Non-Members may be responsible for direct costs associated with staff required to support the event;
    - i. Members and Non-Members will be responsible to enter into cost-recovery agreement(s) with agencies employing the support staff;
  - c. Members and Non-Members may be responsible for other direct costs associated with LA-RICS' participation in the event.

2. Executive Director will provide a monthly report summarizing past events as well as upcoming pre-planned/special events.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will authorize the Executive Director to align the policy with current operations and recommend approval of an MOU with a cost recovery provision to the Board.

It is necessary to update the policy to align with current operations regarding the deployment of LA-RICS assets at special events, pre-planned event, demonstrations, and emergency situations, excluding any incident governed under the regulations/policies in place for Mutual Aid. In particular, revising the policy to include guidelines/procedures and providing more detailed levels of responsibility associated with the deployment of LA-RICS assets at specific Member and Non-Member events as set forth in Enclosure A (LA-RICS Asset Deployment Policy).

Additionally, it is necessary to revise the policy to grant the Executive Director the authority to determine whether a Member and Non-Member agency will be responsible for costs associated with staff required to support the event or other costs that may be necessary to support the event.

Further, as part of the initial policy presented to the Board, it was determined that if a Member/Non-Member agency was to be responsible for the direct costs associated with staff required to support the event, the Member/Non-Member was to enter into cost-recovery agreement(s) with those agencies providing the support staff. Authority staff is now recommending a change for the Authority to recover the funds, and offset it against Member and Non-Member agency costs to the Authority for the associated staff and any other costs. The enclosed MOU contains a cost-recovery provision to be exercised in the event it is determined that a Member and Non-Member agency is to be responsible for the direct costs and other costs associated with LA-RICS' participation in an event.

The cost-recovery provision will contemplate a not-to-exceed amount mutually agreed upon by the Member/Non-member agency and the Authority prior to execution and will be in accordance with the hourly rates, positions, resources (e.g. vehicles, trucks, tractors, mileage, fuel, etc.), and other costs (e.g. parking costs, contingency for unforeseen/unexpected incidentals, etc.) as set forth in Exhibit B (Agreement Budget) of the MOU.

The hourly rates, positions, resource costs are based on the positions and resources (Los Angeles County Sheriff's Department, County of Los Angeles Fire Department, and County of Los Angeles Internal Services Department) that would be deployed in support of an event. In the event it is determined that a Member/Non-Member will be responsible

for the cost of an event, the Authority will develop a cost estimate of the staff, resources, and other costs necessary to support the event which will be the basis of the not-to-exceed amount and the Member/Non-Member will be invoiced for actual costs, within the not-to-exceed amount. In instances where direct costs for staff hours to support an event is being recovered, the Authority will ensure that staff time is tracked accordingly to ensure event billing to Members and Non-Members is accurate and appropriate.

The cost-recovery contemplated in the MOU is an interim solution until such time as an official LA-RICS Subscription Model is adopted and implemented by the Board, which will include the cost for the deployment of the LA-RICS assets.

Lastly, it is necessary to delegate authority to the Executive Director to make the determination whether an MOU is required to be executed depending on the nature of the deployment, in particular, (1) whether or not a Member/Non-Member will be responsible for costs associated with costs that may be necessary to support the event, and (2) whether a Member/Non-Member will take possession of any LA-RICS assets as part of the event. If LA-RICS' participation in an event does not result in a cost-recovery or a Member/Non-Member taking physical possession of any LA-RICS assets (e.g. SOW, portable radios, radio accessories, PSBN devices, etc.), there may not be a need to execute an MOU with a Member/Non-Member.

#### **FISCAL IMPACT/FINANCING**

The activities contemplated in this action have no fiscal impact at this time. The fiscal impact will be on a case-by-case basis depending on whether or not a Member/Non-Member will be responsible for costs associated with supporting the event.

In the event there is no cost-recovery associated with supporting the event, the Authority will bear such costs which are contemplated as part of the LA-RICS Adopted Operating Budget for Fiscal-Year 2017-18. Future budgets will include the requisite allocations for staff and other costs that that may be necessary for the deployment of events.

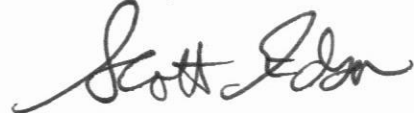
#### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:ms:pl

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Enclosure

c: Counsel to the Authority





# LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS <del>Special Events</del> <u>Asset</u> Deployment Policy		018-2017
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	02/02/17	---

## 1.0 PURPOSE

~~Provide Agencies with~~ To establish a process to allow the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) to deploy Authority-owned assets such as System on Wheels (SOW), Rapid Response Vehicles, Cell-on-Light-Truck (COLTs), portable radios, radio accessories, consolettes, consoles, Public Safety Broadband Network (PSBN) devices, and any other LA-RICS equipment or assets (collectively LA-RICS Assets), to provide agencies with PSBN and Land Mobile Radio (LMR) System coverage, to the extent available, for certain pre-planned events, special events in order to test certain functionalities of the system in live, demonstrations, and emergency situations, while in parallel demonstrating the system utility to (hereinafter referred to as "Event") for Members, prospective users, and other stakeholders and Non-Members.

## 2.0 POLICY

Pursuant to this LA-RICS ~~Special Event~~Asset Deployment Policy, the Executive Director has authority to approve participation in ~~special and/or pre-planned events~~Events on a case-by-case basis as described in Section 3.0 (Responsibility) to this Policy.

As a further part of this policy, the Executive Director will provide a monthly report to the —LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) summarizing past ~~events~~Events as well as upcoming ~~pre-planned/special events~~Events.

Until such time as an official LA-RICS subscription model is adopted and implemented by the Board, which depicts the cost for the deployment of LA-RICS Assets, the use of the LA-RICS Assets during the construction, testing, and optimization phase of the LMR System may be granted on a gratis basis as determined by the Executive Director.

## 3.0 RESPONSIBILITY

POLICY TITLE	POLICY NO.
LA-RICS <del>Special Events</del> <u>Asset Deployment Policy</u>	018-2017

### 3.1 Use of LA-RICS Assets and System by Members

If it is determined that LA-RICS will participate in ~~a special and/or pre-planned event~~ an Event for Members, ~~LA-RICS will provide available equipment~~ LA-RICS Assets and use of the PSBN and/or LMR System(s) to Members free of charge. ~~The Executive Director will make the determination regarding participation in an Event.~~

### 3.2 Cost Recovery from Members/ and Non-Members

If it is determined that LA-RICS will participate in ~~a special and/or pre-planned event~~ an Event for Members/ and Non-Members, LA-RICS will provide available ~~equipment~~ LA-RICS Assets and use of the PSBN and/or LMR System(s), however, Members/ and Non-Members may be responsible for direct costs associated with staff required to support the event.

~~Members/~~ The Executive Director will make the determination regarding participation in an Event. With respect to the recovery of any direct and other costs, the Executive Director will assess the direct and other costs associated with the participation and deployment of LA-RICS Assets at an Event and determine whether a Member or Non-Members Member will be responsible for such costs.

a. If it is determined that a Member/Non-Member will be responsible for direct costs, the Member/Non-Member will be responsible to enter into a Memorandum of Understanding (MOU) for the Use of LA-RICS Assets (Enclosure 1), which includes a cost-recovery agreement(s) with provision for agencies employing the support staff;. The cost-recovery provision will contemplate a not-to-exceed amount mutually agreed upon by the Member/Non-member and the Authority prior to execution and will be in accordance with the hourly rates and positions as set forth in Exhibit B (Agreement Budget) of the MOU.

~~a. Members/Non-Members may be responsible for other direct costs associated with LA-RICS' participation in the event.~~

b. Members and Non-Members may be responsible for other costs associated with LA-RICS' participation/deployment of LA-RICS assets in an Event. If it is determined that a Member/Non-Member is responsible for other costs, the Member/Non-Member will be responsible to enter into a Memorandum of Understanding (MOU) for the Use of LA-RICS Assets (Enclosure 1), which includes a cost-recovery provision for other costs. The cost-recovery provision will

POLICY TITLE	POLICY NO.
LA-RICS <del>Special Events</del> <u>Asset</u> Deployment Policy	018-2017

contemplate a not-to-exceed amount mutually agreed upon by the Member/Non-Member and the Authority prior to execution and will be in accordance with the other costs as set forth in Exhibit B (Agreement Budget) of the MOU.

- c. In the event that a Member/Non-Member is not responsible for direct costs associated with staff required to support the Event and/or other costs, the Member/Non-Member may be required to enter into a Memorandum of Understanding (MOU) for the Use of LA-RICS Assets (Enclosure 1), depending on the nature of the deployment, in particular, whether or not a Member/Non-Member agency takes possession of any LA-RICS Assets as part of the Event. The Executive Director will make the determination as to whether a particular deployment will require the use of the MOU.

### 3.3 Authority

In the event that a Member/Non-Member is responsible for direct costs associated with staff required to support the Event and/or other costs, such cost-recovery will be in accordance with the respective Hourly Rates for the respective positions and other costs as set forth in Exhibit B (Agreement Budget) of the MOU. In instances where direct costs for staff hours to support an Event is being recovered, the Authority will ensure that staff time is tracked accordingly to ensure event billing to Members and Non-Members is accurate and appropriate.

## 4.0 GUIDELINES/PROCEDURES

Members and Non-Member agencies may contact the Authority to request the temporary use of LA-RICS Assets for Events. For use of LA-RICS Assets, such as the SOW, the requesting agency may be required to have compatible Project 25 (P25) subscriber equipment in the event that the Authority does not have such subscriber/portable equipment to deploy in support of the Event.

Executive Director approval is required prior to deploying any LA-RICS Assets, excluding any incident governed under the regulations/policies in place for Mutual Aid. Requests for LA-RICS participation in an Event and the deployment of LA-RICS assets may be made by contacting Authority staff during normal business hours at (323) 881-2891.

Once an agency requests the deployment of an LA-RICS Asset(s), a determination by the Executive Director will be made whether the Member/Non-Member agency will be responsible for the direct costs associated with staff required to support the

POLICY TITLE	POLICY NO.
LA-RICS <del>Special Events</del> Asset Deployment Policy	018-2017

event and/or any other costs pursuant to Section 3.2 (Cost Recovery from Members and Non-Members) of this Policy No. 018-2017.

If it is determined by the Executive Director that the Member/Non-Member agency will not be responsible for the direct costs associated with the Event, the Member/Non-Member agency may be required to execute the MOU for the Use of LA-RICS Assets (Enclosure 1), that excludes a cost-recovery provision pursuant to Section 3.2 (Cost Recovery from Members and Non-Members) of this Policy No. 018-2017, and the assets are scheduled for deployment.

In the event that a determination is made by the Executive Director that the Member/Non-Member agency will be responsible for the direct and/or other costs associated with the Event, the Authority and Member/Non-Member agency will enter into the MOU for the Use of LA-RICS Assets (Enclosure 1) that includes a cost-recovery provision pursuant to Section 3.2 (Cost Recovery from Members and Non-Members) of this Policy No. 018-2017 and the assets are scheduled for deployment.

To review the MOU in its entirety, please refer to Enclosure 1. Enclosure 2 sets forth the MOU execution process.

#### References:

- February 2, 2017 – LA-RICS JPA Board of Directors Action (Agenda Item G)
  - Approval of LA-RICS Special Events participation and deployment.
- October 24, 2017 – LA-RICS Joint Operations and Technical Committee Meeting (Agenda Item X)
  - Approval of recommendation to LA-RICS Board of Directors to revise LA-RICS Special Events Policy.

#### Policy Updates:

- November 2, 2017 – LA-RICS JPA Board of Directors Action (Agenda Item X)
  - Approval of Revision 1 to the LA-RICS Special Events Deployment Policy revising the policy to reflect "LA-RICS Asset Deployment Policy" and contemplates an MOU with a cost-recovery component.

**MEMORANDUM OF UNDERSTANDING  
FOR USE OF LA-RICS ASSETS**

**TITLE OF EVENT**

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This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Member/Agency** hereinafter referred to as "**Member/Agency**" and the Los Angeles Interoperable Communications System Authority (LA-RICS), a Joint Powers Authority, hereinafter collectively referred to as the "Authority".

**RECITALS**

**WHEREAS**, the LA-RICS Joint Powers Authority Board of Directors (Board) took certain action on February 2, 2017, to approve a policy regarding LA-RICS' participation and deployment of LA-RICS assets which resulted in the LA-RICS Special Events Deployment Policy, which may be updated from time to time, contemplating the deployment of Authority-owned assets such as System on Wheels (SOW); Rapid Response Vehicles, Cell-on-Light-Trucks (COLTs); portable radios; radio accessories; consolettes; consoles; Public Safety Broadband Network (PSBN) devices; and any other LA-RICS equipment or assets (collectively referred to as "LA-RICS Assets"), to provide Agencies with PSBN and Land Mobile Radio (LMR) System coverage, to the extent available, for pre-planned events, special events, demonstrations, or emergency situations, excluding any incident governed under the regulations and policies in place for Mutual Aid (hereinafter referred to as "Event") for Members and Non-Members.

**WHEREAS**, the Authority wishes to provide use of its Public Safety Broadband Network (PSBN) and/or Land Mobile Radio (LMR) System coverage, to the extent available, at Events for its Members and Non-Members.

**WHEREAS**, the Authority wishes to enter into a Memorandum of Understanding (MOU) to permit **Member/Agency**, in good standing with the Authority, use of LA-RICS Assets, consisting of the loan and deployment of certain assets as further described in Exhibit A (LA-RICS Assets Detail Log).

**WHEREAS**, **Member/Agency** desires to enter into this MOU to accept and authorize LA-RICS to deploy LA-RICS Assets as set forth in Exhibit A (LA-RICS Asset Detail Log) and utilize the PSBN and/or LMR System at the Event.

**WHEREAS**, **Member/Agency** desires to accept the temporary loan of LA-RICS Assets, if applicable, as set forth in Exhibit A (LA-RICS Asset Detail Log) during the course of the Event or the term set forth in Section 6 (Term of MOU) of this MOU.

**WHEREAS**, **Member/Agency** acknowledges that in certain instances it may be required to have compatible Project 25 (P25) subscriber equipment in the event that the Authority does not have such subscriber/portable equipment to deploy in support of this Event.

**WHEREAS**, the Authority is agreeable to rendering such services and deploying such LA-RICS Assets pursuant to the terms and conditions set forth in this MOU.

**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. PURPOSE**

The purpose of this MOU is to allow the Authority to deploy and/or loan to Member/Agency the LA-RICS Assets identified in Exhibit A (LA-RICS Asset Detail Log) and to utilize the PSBN and/or LMR System to support a Member/Agency Event.

**2. ASSET FOR MEMBER/AGENCY USE**

**Member/Agency** acknowledges that possession and use of the LA-RICS Assets contemplated in Exhibit A (LA-RICS Asset Detail Log) is for **Member/Agency** use during the event contemplated in this MOU. At the conclusion of the Event or the term set forth in Section 6 (Term of MOU), **Member/Agency** shall return LA-RICS Assets set forth in Exhibit A (LA-RICS Asset Detail Log) in accordance with Section 10 (Return of LA-RICS Asset) of this MOU.

**3. SCOPE OF DEPLOYMENT**

3.1 The Authority agrees to deploy and loan the LA-RICS Assets, as applicable, set forth in Exhibit A (LA-RICS Asset Detail Log) to **Member/Agency** in support of the Event contemplated in this MOU.

3.2 The Authority and **Member/Agency** agree that the Authority will deploy the LA-RICS Assets for the Event contemplated in this MOU as follows:

- a. Deployment of LA-RICS Assets to provide PSBN and/or LMR System coverage or supplement coverage during pre-planned events, special events, demonstrations, or emergency situations, excluding any incident governed under the regulations/policies in place for Mutual Aid, for the **Member/Agency**.
- b. Deployment of LA-RICS Assets to provide additional capacity and coverage for **Member/Agency** in support of the Event, which may in certain instances, require the **Member/Agency** to have compatible Project 25 (P25) subscriber equipment, in the event that the Authority does not have such subscriber/portable equipment to deploy to support the Event.
- c. Otherwise as the parties may agree.

3.3 The above-described services provided by the Authority to **Member/Agency** in support of the Event may not be all-inclusive and may be provided by any number and any level as determined appropriate by the Authority to

successfully support the Event, and may be subject to costs set forth in Exhibit B (Agreement Budget).

#### 4. ADMINISTRATION OF PERSONNEL

- 4.1 The personnel and LA-RICS Assets assigned by the Authority and the services performed hereunder by the Authority and specifically requested by the **Member/Agency** are set forth in Exhibit A (LA-RICS Asset Detail Log) and Exhibit B (Agreement Budget), respectfully, attached hereto and incorporated herein by this reference. To the extent of the terms of any attachment to this base document may conflict with the terms of this base document, the terms of this base document shall prevail.
- 4.2 The authorized **Member/Agency** official is hereby designated as the contact officer for all matters relating to the **Member/Agency's** performance of its obligations under this MOU. The Authority shall not take direction from any **Member/Agency's** employee or official other than the contact officer (or his/her designee).
- 4.3 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).
- 4.4 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 **Member/Agency** shall be consulted and a mutual determination thereof shall be made by both the **Member/Agency** and the Authority.
- 4.5 The Authority, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

#### 5. CONDITIONS OF USE

In instances where the Authority will loan and the **Member/Agency** will take possession of any LA-RICS Assets as set forth in Exhibit A (LA-RICS Asset Detail Log), the **Member/Agency** shall comply with the following conditions:

- 5.1 Report any lost, stolen or damaged LA-RICS Assets in accordance with Exhibit C (Lost, Stolen, or Damaged LA-RICS Assets) of this MOU.
- 5.2 Maintain an internal Asset Log to track LA-RICS Assets deployed (e.g. location, assigned personnel, etc.).
- 5.3 In the event that any LA-RICS Assets loaned to **Member/Agency** for an extended period of time, in support of an Event, is reassigned/changes location, **Member/Agency** must provide the LA-RICS Asset Administrator

set forth in Section 8 (Asset Administrators) with an updated Asset Log within twenty-four (24) hours of any such change in location/assignment occurs.

**6. TERM OF MOU**

6.1 The term of this MOU shall commence upon execution by both parties and shall continue for a period of \_\_\_\_\_. This MOU may be extended by mutual agreement of the parties hereto and be memorialized pursuant to Section 19 (Amendments).

6.2 Notwithstanding the foregoing, either party shall have the option of terminating this MOU at any time for any reason upon giving the cancelled party notice in writing in advance of any such termination. Such advance written notice shall be at least thirty (30) calendar days or an otherwise mutually agreed upon timeframe. All LA-RICS Assets set forth in Exhibit A (LA-RICS Asset Detail Log) must be returned prior to conclusion of the 30 calendar day notice, or as otherwise determined by the Authority, in its sole discretion, in accordance with Section 10 (Return of LA-RICS Assets).

**7. LA-RICS ASSETS DEPLOYED ON A GRATIS BASIS**

**(Use this provision if the deployment of LA-RICS Assets in support of the Event will be provided on a gratis basis)**

The Authority will deploy the LA-RICS Assets set forth in Exhibit A (LA-RICS Asset Detail Log) and the requisite personnel and/or resources set forth in Exhibit B (Agreement Budget) in support of the Event contemplated in this MOU on a gratis basis. Consideration for this MOU is a parties' full and faithful compliance with the mutual promises, covenants, terms, and conditions set forth herein.

**7. COST-RECOVERY FOR LA-RICS ASSETS**

**(Use this provision if the Member/Agency will be responsible for the costs associated with the deployment of LA-RICS Assets in support of the Event)**

7.1 For and in consideration of the deployment LA-RICS Assets and the requisite personnel and/or resources required to put such LA-RICS Assets into operation in support of the Event contemplated in this MOU, **Member/Agency** shall reimburse the Authority for the respective direct costs and/or other costs as set forth in Exhibit B (Agreement Budget) to this MOU.

7.2 The not-to-exceed amount that **Member/Agency** is required to reimburse the Authority for the direct costs and/or other costs in accordance with Exhibit B (Agreement Budget) associated with the personnel and/or resources required to put such LA-RICS Assets into operation in support of the Event contemplated in this MOU is \$\_\_\_\_\_ (Dollars).



The costs allocated for each line item listed in the not-to-exceed table below may be interchangeable, however, the total not-to-exceed amount may not be exceeded. The not-to-exceed amount is the cost the Authority estimates it will take to support Member/Agency's Event. Member/Agency will only be invoiced for actual costs, within the not-to-exceed amount, whatever they may be.

MOU NOT-TO-EXCEED AMOUNT	
Description	Cost
Personnel	\$
Resources	\$
Other Costs	\$
Contingency for unforeseen/unexpected incidentals	\$
<b>Not-to-Exceed Amount:</b>	<b>\$</b>

- 7.3 The rates for the County of Los Angeles (County) positions, as approved by the County's Auditor-Controller, shall be adjusted annually to reflect changes in direct salary and employee benefit costs, as adopted by the County's Board of Supervisors, and are reflected in Exhibit B (Agreement Budget) of this MOU, as may be updated from time to time.
- 7.4 Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County's Board of Supervisors.
- 7.5 The Authority, by way of the County Auditor-Controller, shall render to the Member/Agency an invoice which details all services performed for the Event contemplated in this MOU, and the Member/Agency shall pay the Authority within thirty (30) calendar days after date of said invoice.
- 7.6 Payment for said services shall be made by check or money order payable as directed on the invoice, or other method as determined by the County's Auditor-Controller.
- 7.7 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County's Auditor-Controller office which will be described on said invoice within thirty (30) calendar days after the date of the invoice, County may satisfy such indebtedness from any funds of the Member/Agency on deposit with County without giving further notice to the Member/Agency of Authority's intention to do so.

**8. ASSET ADMINISTRATORS**

- 8.1 Authority Asset Administrator:

Los Angeles County Sheriff's Department  
LA-RICS Project Team  
Sergeant Sven Crongeyer  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
[sacronge@lasd.org](mailto:sacronge@lasd.org)  
(323) 881-8310

8.2 Authority Asset Administrator Designee:

Los Angeles County Sheriff's Department  
LA-RICS Project Team  
Deputy Dana Gower  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
[dggower@lasd.org](mailto:dggower@lasd.org)  
(323) 881-8284

8.3 **Member/Agency** Asset Administrator:

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number

8.4 **Member/Agency** Asset Administrator Designee:

Agency Name  
Title/Name  
Agency Address  
Email  
Phone Number

**9. NOTICES**

9.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner set forth in Section 9.2 and addressed as follows:

LA-RICS Joint Powers Authority  
Attn: Ms. Susy Orellana-Curtiss  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
[susy.orellana-curtiss@la-rics.org](mailto:susy.orellana-curtiss@la-rics.org)

Notices to **Member/Agency** shall be addressed as follows:

[NAME OF **MEMBER/AGENCY**]

Fire or Police Agency

Attn:

Agency Address

Email Address

- 9.2 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. 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.
- 9.3 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.
- 9.4 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.

**10. RETURN OF LA-RICS ASSETS**

10.1 In instances where the Authority will loan, and the **Member/Agency** will take possession of any LA-RICS Assets, in accordance with conditions of this MOU, **Member/Agency** shall return any and all such loaned LA-RICS Assets set forth in Exhibit A (LA-RICS Asset Detail Log) via personal delivery to the Authority Asset Administrator at the address indicated in Section 8 (Asset Administrators) by the term end date set forth in Section 6 (Term of MOU).

10.2 If **Member/Agency** does not return the LA-RICS Assets in unaltered, serviceable condition, minus normal wear and tear within the term stipulated in this MOU, the Authority may, in its sole discretion, require **Member/Agency** to provide replacement or reimbursement within (30) calendar days of failure to return such LA-RICS Assets or if the equipment is returned in a poor or inoperative condition.

**11. INDEMNITY**

**Member/Agency** shall indemnify, defend, and hold harmless the Authority, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the **Member's/Agency's** acts and/or omissions arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority.

**12. INDEPENDENT STATUS**

This MOU is by and between **Member/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 **Member/Agency** and Authority.

**13. ASSIGNMENT**

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

**14. DEFAULT**

Parties agree that if default shall be made in any of the terms or conditions herein contained, the non-defaulting party may forthwith revoke and terminate this MOU.

**15. WAIVER**

15.1 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.

15.2 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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 **Member/Agency**.

**20. ENTIRE MOU**

This MOU, Exhibits A, B, and C 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 **Member/Agency** and Authority.

(Signature Page – following page)

**MEMORANDUM OF UNDERSTANDING FOR  
USE OF LA-RICS ASSETS**

**TITLE OF EVENT**

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**IN WITNESS WHEREOF**, Authority has executed this MOU or caused it to be duly executed, and **Member/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 below.

**MEMBER/AGENCY**

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**City Manager/Authorized Agency Official**

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

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Executive Director, Scott Edson

LA-RICS ASSET DETAIL LOG

**MEMBER/AGENCY  
TITLE OF EVENT**

	Asset Type	Serial Number <i>(if applicable)</i>	Asset Number <i>(if applicable)</i>
1.			
2.			
3.			



**AGREEMENT BUDGET**

**PERSONNEL**

In order to deploy LA-RICS Assets in support of pre-planned events, special events, demonstrations, or emergency situations, excluding any incident governed under the regulations/policies in place for Mutual Aid, one or more of the following resources from one or more of the following County of Los Angeles Department's may be required.

<b>COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT</b>			
<b>Position</b>	<b>Item No.</b>	<b>Hourly Straight Rate<sup>1</sup></b>	<b>Hourly Overtime Rate<sup>1</sup></b>
Deputy Sheriff	2708	\$73.87	\$73.10
Deputy Sheriff Bonus I	2708	\$80.24	\$79.40
Sergeant	2717	\$97.32	\$96.30
Lieutenant	2719	\$116.83	\$115.61
Public Response Dispatcher II	2451	\$46.77	\$49.56
Public Response Dispatcher Specialist	2452	\$50.61	\$53.63
Supervising Public Response Dispatcher	2453	\$52.13	\$55.24
Law Enforcement Technician	2745	\$39.84	\$42.22
Electronics Communications Equipment Installer	6545	\$39.92	\$42.30
Electronics Communications Technician	6541	\$60.24	\$63.84
Electronics Communications Technician Supervisor	6544	\$69.28	\$73.42
Principal Information System Analyst	2594	\$86.62	\$91.79

<b>COUNTY OF LOS ANGELES FIRE DEPARTMENT</b>					
<b>Position</b>	<b>Item No.</b>	<b>56 Hours</b>		<b>40 Hours</b>	
		<b>Hourly Rate<sup>1</sup></b>	<b>Overtime Hourly Rate<sup>1</sup></b>	<b>Hourly Rate<sup>1</sup></b>	<b>Overtime Hourly Rate<sup>1</sup></b>
Battalion Chief	0208	\$59.58	\$89.38	\$84.94	\$127.41
Fire Captain	0205	\$47.56	\$71.34	\$68.84	\$103.26
Fire Fighter	0199	\$33.76	\$50.64	\$47.26	\$86.59
Fire Fighter Specialist	0201	\$40.22	\$60.32	\$57.73	\$70.90
Senior Information System Analyst	2593	---	---	\$52.59	\$78.88
Senior Network Systems Administrator	2560	---	---	\$49.93	\$74.90

<b>COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT</b>	
<b>Position</b>	<b>Flat Hourly Rate<sup>1</sup></b>
ISD Telecomm Personnel, including but not limited to Telecomm Technicians, Telecomm Engineers, Communication Tower and Line Workers, etc.	\$124

<sup>1</sup>Rates shall be readjusted by County Auditor-Controller annually effective July 1 of each year.

**RESOURCES**

In order to deploy LA-RICS Assets in support of pre-planned events, special events, demonstrations, or emergency situations, excluding any incident governed under the regulations/policies in place for Mutual Aid, one or more of the following resources from one or more of the following County of Los Angeles Department's may be required.

<b>COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT</b>			
<b>Asset</b>	<b>Total Vehicle Cost Per Mile<sup>1</sup></b>	<b>Hourly Rate</b>	<b>Other</b>
B/W Sedan (Explorer)	\$0.78	---	---
Solid Sedan (Large)	\$0.55	---	---
Solid Sedan (Medium)	\$0.37	---	---
Truck <10K	\$1.25	---	---
Truck/Tractor	\$1.18	--	---
Satellite Service	---	\$250.00	---
Satellite Service Activation Cost	---	---	\$75.00

<sup>1</sup>Mileage rates may be adjusted annually by County Auditor-Controller.

<b>COUNTY OF LOS ANGELES</b>	
<b>Fuel</b>	<b>Total Cost Per Gallon<sup>1</sup></b>
Gasoline	Current County Cost Per Gallon
Diesel	Current County Cost Per Gallon

<sup>1</sup>Fuel costs may be adjusted annually by County Auditor-Controller.

**OTHER COSTS**

In order to deploy LA-RICS Assets in support of pre-planned events, special events, demonstrations, or emergency situations, excluding any incident governed under the regulations/policies in place for Mutual Aid, other costs may be required. In an event that other costs are required, such other costs will be contemplated in the not-to-exceed amount in Section 7 (Cost Recovery for LA-RICS Assets) of the MOU.

## LOST, STOLEN OR DAMAGED LA-RICS ASSETS

In the event LA-RICS Assets provided under this MOU are lost, stolen or damaged during the Event or the term of this MOU, the **Member/Agency** Asset Administrator shall acknowledge and provide the following information to the Authority:

1. Lost or stolen LA-RICS Assets shall be the responsibility of the **Member/Agency** while in possession of any such LA-RICS Assets.
2. Provide immediate telephonic notification and email notification to be followed by written notification by way of the United States Postal Service (with delivery confirmation) to LA-RICS Asset Administrator, as set forth in Section 8 (Asset Administrators) of the MOU, on the day the asset is discovered lost, stolen or damaged.
3. File an Incident Report in accordance with **Member/Agency** policies and procedures, providing a copy of completed Report to the LA-RICS Asset Administrator. The Report shall include the following:
  - a. Type of equipment, i.e., portable radio, console, consolette, accessory, etc.
  - b. Asset serial number as reflected on the equipment such as the asset tag/serial for the lost asset.
  - c. Description of the circumstances surrounding the loss or damage including dates and times.
  - d. Senior level management finding on the cause of the loss/damage and a determination of negligence involved.
  - e. Report number.
4. If asset replacement is required, the LA-RICS Asset Administrator will make the determination whether replacement can and/or will be provided, and whether a cost will be assessed to **Member/Agency**.
5. With respect to deployed devices, deactivate, or cause to be deactivated, the lost, stolen, or damaged asset according to the Authority's processes to mitigate any risks to unauthorized access to the Authority's Systems.



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100  
Monterey Park, California 91754  
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SCOTT EDSON  
EXECUTIVE DIRECTOR

October 24, 2017

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

Dear Committee Members:

**APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS TO APPROVE THE LA-RICS CYBERSECURITY  
INCIDENT RESPONSE POLICY AND ADOPTION OF  
THE LA-RICS CYBERSECURITY INCIDENT RESPONSE PLAN**

**SUBJECT**

Joint Operations and Technical Committee approval is requested to (1) recommend approval to the Board of the LA-RICS Cybersecurity Incident Response Policy (Policy) to the LA-RICS Joint Powers Authority (JPA) Board; and (2) recommend adoption of the LA-RICS Cybersecurity Incident Response Plan (Plan). Establishment of the Policy and adoption of the Plan will ensure that Authority personnel will be able to respond effectively to any cybersecurity threat to either the LA-RICS Land Mobile Radio (LMR) System and/or Public Safety Broadband Network (PSBN). Once Committee approval is secured, the Joint Committee will recommend adoption of the Policy to the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority (JPA) Board of Directors (Board).

**RECOMMENDED ACTIONS**

It is recommended that the Joint Operations and Technical Committee:

1. Approve recommendation to the Board of the enclosed LA-RICS Cybersecurity Incident Response Policy to ensure the Authority has the appropriate measures to respond to any cybersecurity threat to the LMR and/or PSBN Systems.

**AGENDA ITEM F**

2. Recommend adoption by the Executive Director of the LA-RICS Cybersecurity Incident Response Plan, which may be updated from time to time, incorporated by reference due to the security sensitive nature of the document.

### **BACKGROUND**

Cybersecurity is an important component of any business or agency ensuring their computer systems, networks, data, programs, etc. are protected from any unauthorized breach and/or attack. It is critical the Authority establish and maintain a cybersecurity policy and plan to ensure the safety and integrity of the LMR and PSBN systems which are intended for use at a public safety grade level.

A security working group comprised of County of Los Angeles (County) Sheriff Department personnel, County Fire Department personnel, and Authority staff have been working closely to establish a cybersecurity plan, modeled after Los Angeles County's similar plan, to protect the Authority's systems from any unauthorized access, damage, and/or attacks. In addition, the security working group confirmed the Authority's Plan integrates with the County's cybersecurity plan. This Plan incorporates revisions received from members of the Joint Operations and Technical Committee.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will ensure the Authority will have cybersecurity protocol in place in the event of a cybersecurity attack on any of the Authority's computers, programs, data, and/or network systems.

### **FISCAL IMPACT/FINANCING**

The activities contemplated in this action have no fiscal impact at this time.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**CONCLUSION**

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

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA:ms:pl

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Enclosure

c: Counsel to the Authority



# LA-RICS POLICIES

POLICY TITLE		POLICY NO.
Cybersecurity Incident Response Policy		021-2017
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	---	---

## 1.0 PURPOSE

To establish a policy to ensure that Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) personnel respond appropriately and consistently to any cybersecurity threat to the LA-RICS Public Safety Broadband Network (PSBN) and Land Mobile Radio (LMR) System.

## 2.0 DEFINITION

Cybersecurity is defined as measures taken to protect a computer, programs, data, and/or network systems (as in the Internet) against unauthorized access, damage, and/or attack.

## 3.0 POLICY

LA-RICS personnel will be provided a copy of the confidential LA-RICS Cybersecurity Incident Response Plan (Plan) and be expected to follow the process specified in the Plan in the event of a cybersecurity threat.

## 4.0 GUIDELINES/PROCEDURES

The Plan details the guidelines and procedures in the event of a cybersecurity incident, which may be updated from time to time.

## 5.0 RESPONSIBILITY FOR PERSONNEL

The Authority Executive Director, with recommendations from the Joint Operations and Technical Committee established by the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board), is responsible for the maintenance and updates to the Plan, which may be updated from time to time.

POLICY TITLE	POLICY NO.
Cybersecurity Incident Response Policy	021-2017

## 6.0 EXPECTATIONS

All designated LA-RICS personnel are expected to be familiar with the Plan and follow it in event of a cybersecurity incident.

### References:

- June 29, 2017– LA-RICS Joint Operations and Technical Committee Meeting (Agenda Item D)
  - Discussion of implementing a Cyber Incident Response Plan for LA-RICS.
- October 24, 2017 – LA-RICS Joint Operations and Technical Committee Meeting (Agenda Item X)
  - Approval of recommendation to LA-RICS Board to implement the LA-RICS Cybersecurity Policy.