



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

BOARD OF DIRECTORS MEETING

Thursday, January 4, 2024 • 9:00 a.m.

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

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

Call-in Number for the Public:

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

Telephone Number: (323) 886-6924

Conference ID: 673 048 485#

AGENDA POSTED: December 28, 2023

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

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO County of Los Angeles Chief Executive Office	1.	Leslie Luke , Deputy Director, Office of Emergency Management County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Vice-Chair) , Fire Chief County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief County of Los Angeles Fire Department
3.	Robert Luna (Chair) , Sheriff County of Los Angeles Sheriff’s Department	3.	Brian Yanagi , Chief County of Los Angeles Sheriff’s Department
4.	Richard Tadeo , Director, EMS Agency County of Los Angeles Department of Health Services	4.	Jacqueline Rifenburg , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	Vincent Capelle , Fire Chief Los Angeles Area Fire Chiefs Association	5.	Phil Ambrose , Battalion Chief Los Angeles Area Fire Chiefs Association
6.	Scott Wiese , Police Chief Los Angeles County Police Chief’s Association	6.	Vacant Los Angeles County Police Chief’s Association
7.	Joshua Nelson , City Manager California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	David Povero , Police Chief At-Large Seat #8 (City of Covina Police Department)	8.	Ric Walczak , Captain At-Large Seat #8 (City of Covina Police Department)
9.	Mark Fronterotta , Police Chief At-Large Seat #9 (City of Inglewood Police Department)	9.	Cardell Hurt , Captain At-Large Seat #9 (City of Inglewood Police Department)
10.	Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department)	10.	Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department)

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



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES – (A – B)

A. November 2, 2023 – Regular Minutes

Agenda Item A

B. December 7, 2023 – Regular Minutes

Agenda Item B

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (C – F)

C. Director’s Report – Scott Edson

Agenda Item C

D. Project Manager’s Report – Brian Smyth

Agenda Item D

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

F. Finance Committee Chair’s Report – No Report

VII. DISCUSSION ITEMS (G – H)

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

Agenda Item G

H. Outreach Update – Lt. Robert Weber

Agenda Item H



VIII. ADMINISTRATIVE MATTERS (I – J)

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

It is recommended that your Board:

1. Find that (a) approval of Amendment No. 119 for inclusion of a Change Order Modification at MMC site related to HVAC restoration work is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Find that (a) approval of Amendment No. 119 for inclusion of a Change Order Modification at CCB site in connection with a cost related to site access for fire suppression system work is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
3. Approve Amendment No. 119 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order for HVAC restoration work at the MMC site in the amount of \$29,316.
 - b. Incorporate one (1) Change Order in connection with costs related to fire suppression system work at the CCB site for a cost increase in the amount of \$900.
4. Authorize an increase to the Maximum Contract Sum in an amount of \$30,216 from \$217,069,534 to \$217,099,750 when taking the recommended action into consideration.
5. Delegate authority to the Executive Director to execute Amendment No. 119, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

Agenda Item I



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

It is recommended that your Board:

1. Delegate authority to the Executive Director to finalize and execute User Agreements with those Users who desire to utilize the LMR System for their primary radio communications for a Monthly Fee of \$20 per piece of equipment that has transmitting capability with the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively Radios), such Users will be deemed Subscribers. Those Users who desire to utilize the LMR System for mutual or automatic aid only will be deemed Affiliates and will be allowed to use the LMR System for mutual and automatic aid only at no cost.
2. Delegate Authority to the Executive Director to finalize, revise, and issue amendment(s) to the User Agreements, as may be needed, provided that any such revisions and/or amendment(s) to the User Agreements are approved as to form by Counsel to the Authority.

Agenda Item J

IX. MISCELLANEOUS

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

XI. CLOSED SESSION REPORT

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case).

XII. ADJOURNMENT AND NEXT MEETING

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



BOARD MEETING INFORMATION

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

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

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

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

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



BOARD OF DIRECTORS REGULAR MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, November 2, 2023 • 9:30 a.m.

BOARD MEMBERS PRESENT

Anthony Marrone, Alternate Vice-Chair, Fire Chief, County of Los Angeles Fire Department

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

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

David Povero, Chief of Police, City of Covina Police Department

Mark Fronterotta, Chief of Police, City of Inglewood Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT

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

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

Shannon Robledo, Lieutenant, Los Angeles County Police Chief's Association

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Joshua Nelson, City Manager, California Contract Cities Association

Vacant, City of Signal Hill Police Department



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

I. CALL TO ORDER

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

II. ANNOUNCE QUORUM – ROLL CALL

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

III. APPROVAL OF MINUTES (A)

A. October 10, 2023 – Special Minutes

Alternate Board Chair Yanagi asked the Board if there were any comments or corrections to the attached Special Meeting Minutes for October 10, 2023. There were no questions or corrections, therefore, he asked for a motion to approve.

Board Member David Povero motioned first, seconded by Board Member Anthony Morrone.

Ayes (6): Luke, Marrone, Yanagi, Tadeo, Capelle, Povero, and Fronterotta.

Abstained (1): Board Member Mark Fronterotta did not attend the Special Board Meeting on October 10, 2023, therefore, abstained.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular Meeting Agenda.

(AT 9:02 A.M. ALTERNATE CHAIR YANAGI TOOK THE XII. CLOSED SESSION OUT-OF-ORDER , MOVING IT AFTER THE CONSENT CALENDAR AND RESUMING WITH VI. REPORTS SOON THERE AFTER)



Alternate Board Member Shannon Robledo joined the meeting at 9:02 a.m., just as Closed Session was announced, thus did not participate in the Approval of the Special Meeting Minutes for October 10, 2023.

XII. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:02 a.m.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case).

The Board returned from Closed Session at 9:48 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act does not require a report.

VI. REPORTS (B – E)

B. Director's Report – Scott Edson

Executive Director Scott Edson greeted Board members and went on to share the Authority anticipates Full System Acceptance on November 17, 2023, at which time the Authority's last year of its warranty will commence. Executive Director Edson also shared the Authority plans a ribbon cutting celebration for Thursday, November 30, 2023, at approximately 3:30 p.m. in the afternoon with a location to be determined (TBD), which he has confirmed with both County of Los Angeles (County) Sheriff's Department (LASD) and County Fire Department (LACoFD). Executive Director Edson informed the Board they would receive a Save-the-Date calendar invitation, later today. Executive Director Edson stated that attendance was optional, but would greatly appreciate anyone being available to attend.

Executive Director Edson reported the LACoFD is diligently testing portions of Analog Communications Voice Radio System (ACVRS), Los Angeles Regional Tactical Communications System (LARTCS), and Narrowband Mobile Data Network (NMDN) Phase 2 in preparation for the final cutover. Executive Director Edson mentioned that as is typical with the transition from legacy systems to new ones, there have been some areas of concern and a learning curve for the migration users. Executive Director Edson expressed reassurance in reporting that most of these concerns have either been validated, addressed, or resolved, with a focus on educating users about the new interfaces when needed.

Executive Director Edson shared that October also marks the successful completion of the Authority's training classes. Executive Director Edson said the Authority dedicated a total of 1,993.5 hours to provide training classes for the Project's agencies, County Internal Services Department (ISD), and LA-RICS staff, covering the operation and maintenance of the Land Mobile Radio (LMR) system.



Executive Director Edson said that in addition, the Authority offered end-user operator training classes. Executive Director Edson went on to say the training classes were conducted through a combination of online, virtual instructor-led, and in-person sessions covering a wide-range of subsystems, subsystem components, and end-user equipment. Executive Director Edson shared that in order to make it more manageable for students and to accommodate varying schedules, these classes were offered in multiple sessions. Executive Director Edson stated that notably, instructor-led classes were video-recorded, ensuring flexibility for refresher and new employee training. Executive Director Edson mentioned that this comprehensive training effort spanned sixteen (16) months, from July 2022 to present date.

Executive Director Edson expressed the Authority's gratitude to Justin Compito, a dedicated member of the LA-RICS staff, who worked tirelessly with Motorola Solutions, Inc. (MSI), various agencies, ISD, the LASD, and the LACoFD to manage schedules, classroom locations, and the student registration process. Executive Director Edson further expressed that Justin Compito's efforts have been instrumental in the success of our training program and thanked him very much.

Executive Director Edson said that in the realm of service-related matters, the Authority has been actively engaged with the MSI service team to address various service-level issues, which Authority staff have encountered since the commencement of the Bridge Warranty on the subsystems. Executive Director Edson felt it was worth noting that MSI faced challenges in meeting the contractual requirements of the warranty services, compounded by a change in personnel at the service manager level, which required time for proper transition. Executive Director Edson went on to say the new service manager, who joined with limited familiarity with the Authority's contract requirements, presented some initial challenges in meeting the Authority's expectations.

However, Executive Director Edson, reported that just this past week, LA-RICS and Jacobs conducted a productive face-to-face meeting with the MSI services delivery team to discuss the issues and clarify expectations. Executive Director Edson shared with the Board the Authority was pleased to see a strong turnout from MSI, including their Western State Regional Service Management team. Executive Director Edson believes the meeting provided an encouraging demonstration of MSI's commitment to working closely with LA-RICS to align with the Authority's expectations and contractual obligations for warranty services. Executive Director Edson expressed reassurance, the Authority is prepared to enforce the Authority's contract requirements if the service level falls short of our expectations.

Executive Director Edson stated that moving forward, a lot of his focus in this report would be on the future, LA-RICS membership and subscription services. Executive Director Edson mentioned the Authority is wrapping up the new membership and funding model and should have a presentation before your Finance Committee in



December 2023 or January 2024. Executive Director Edson further mentioned the Authority is also pursuing additional grant funding for operations and maintenance and in discussions with the Urban Area Security Initiative (UASI) approval authority now.

Executive Director Edson believes that if the Authority's grant funding ask is fulfilled, subscribing agencies will only pay \$20 a month per device.

Executive Director Edson said that over the last few months the Authority has had many Interoperability Working Group meetings, and last month everyone came to a consensus on how to complete interoperability in this region. Executive Director Edson shared that it was great to get representatives of all the systems, both police and fire, and come to a consensus. Executive Director Edson felt that it showed how important interoperability is to this region. Executive Director Edson reported the UASI Approval Authority (AA) approved a Systems of Systems model in this region, funded most radio systems to completion, and made a written promise to the Federal Emergency Management Agency (FEMA) to fund an equitable portion of their operations and maintenance. However, Executive Director Edson, believes that since these individual systems have been completed or near completion, the Authority also need to connect them for regional roaming and interoperability. Executive Director Edson went on to say that because MSI designed, built and maintains all these systems, the Authority asked them to do a gap analysis and report back as to what was needed to complete the system of systems model when it came to roaming and interoperability.

Executive Director Edson offered that upon completion of the gap analysis and in discussions with all of the systems in the region and their engineer experts and consultants, the interrupt working group came to the consensus that he mentioned and has a recommendation for the UASI AA to ensure public safety roaming and interoperability.

Executive Director Edson said the operations and maintenance request, and roaming/interoperability request, would all be made at the next UASI AA meeting, later this month.

Executive Director Edson reported that in the coming months, the Authority's focus and efforts would be on outreach, a new membership subscription plan, and an affiliate agreement, for those that only want to use our radio system for mutual aid, emergencies and disasters.

Executive Director Edson mentioned that last month he was able to present an update on LA-RICS to all the Los Angeles County Police Chiefs at their annual retreat and later this month he would be providing an update to all the independent fire chiefs at their meeting.



Executive Director Edson said that as the Authority moves forward, the Authority is monitoring the warranty services provided by MSI and the Authority is identifying and executing agreements with other service providers for areas not covered by MSI's services agreement. Executive Director Edson added that this included things like weed abatement, refueling of our generators, to name a couple.

Executive Director Edson stated the Authority is also closely looking at software user agreements and all the other maintenance services the Authority needs, validating all assumptions, updating quotes, etc. to ensure the Authority has the proper numbers in the new funding plan. Executive Director Edson went on to say that all this will be provided to the Finance Committee, and then to the Board, in the very near future.

Executive Director Edson shared that immediately following his report there would be an update from Jacobs Program Director, and an outreach and systems update. Executive Director Edson went on to add there are two (2) Action Items before the Board, one is an amendment to extend the term through December 2024 for the Authority's Association of Public Safety Communications Officials (APCO) International Inc. frequency licensing coordination services agreement, and the other is an amendment to the Jacobs contract aligning the term of their agreement with the warranty period, given their current term is tied to Final System Acceptance. Executive Director Edson mentioned that both recommended actions have no additional fiscal impact given the Board's previous approvals provided for sufficient budgeting to carry the Authority through the extended terms. Executive Director Edson shared that for the Jacobs Amendment, despite the change in rate sheet details and Cost-of-Living Adjustment (COLA), their max contract sum is unchanged and their services will carry the Authority through completion of the warranty period and the project closeout that will follow.

This concluded the report on Agenda Item B by Executive Director Edson.

Board Member Marrone thanked Executive Director Edson on his comment at the Los Angeles Area Fire Chief's Association (LAAFCA) Conference for clarifying some of the misunderstanding by some of the other people in attendance.

Board Member Vincent Capelle had questions that he asked to be clarified so he would be able to provide them to the LAFCA. Board Member Capelle asked regarding the \$20 per device, if they would be grant funded approval, for how long would that be, for one (1) year, lifetime, for all users, etc.

Executive Director Edson expressed the fifteen (15) year term has not been identified/figured out yet, therefore, could probably be considered an introductory term, but at this time could not say. Executive Director Edson does not anticipate the \$20 dollars per device/per user/per month would change anytime soon, which is there for anyone who wants to use it as their primary radio (fire, law enforcement,



etc.) for primary users. Executive Director Edson said that if user want to use it only for mutual aid or season disasters, there is no associated cost.

Board Member Capelle also asked if the Gap Analysis from MSI was provided to the Authority, to which Executive Director Edson said MSI did provide it and had already been shared with the Interoperable Working Group at meetings, as well as the Urban Area Security Initiative (UASI) Approval Authority.

Board Member Marrone asked Executive Director Edson is that is how he came up with the \$3.4 million dollar ask, with \$2.4 for LA-RICS and \$1 million for the City of Los Angeles to complete, to which Executive Director said yes, that is how the figures were configured.

Board Member Marrone commented that there is misunderstanding at the LAAFCA and people were under the impression they would have to pay \$20 dollars per device to use the system, yet they were not prepared to opt-in. Executive Director Edson stated that unfortunately, at the last Approval Authority meeting that seed was planted by an Approval Authority Member that was incorrect and took off from there, even though he attempted to clarify it. Executive Director Edson reiterated that current Members that are opted in, e.g. LASD, LACoFD, City of Inglewood, etc. would pay \$20 dollars per device; and the fire departments that are not Member and do not want to subscribe and only want to use for interoperability emergencies only, disasters, fire / law enforcement that want to use it for disasters and mutual aid, no cost.

Board Member Marrone asked if the LA-RICS system could be complete without the connections, but the connections allow that interoperability, to which Executive Director Edson said that was correct.

Board Member Capelle wondered if the System-of-Systems was not part of the original objective of LA-RICS, which was to be interconnected mutually and interoperability with other systems, to which Executive Director said that was correct.

Executive Director Edson referenced a 2016 letter from the UASI AA providing fund for city systems for LA-RICS, Long Beach, and ICI System, to finish their systems in the System-of-Systems model and to provide an equitable percentage of funding for Operations & Maintenance (O&M), but it did not plan or elaborate on the connections the Authority and all of the different systems to ensure maximum interoperability and roaming opportunities.

Board Member Capelle asked if the System-of-Systems is available connecting with trunking Talkgroup, what would be the advantage for an agency to be part of one or joining if they are already one, e.g. an ICI System. Executive Director Edson



stated that perhaps the cost savings, more additional Talkgroups, capacity, and coverage, just to name a few.

Board Member Marrone reminded the Board the goal was to build City of Los Angeles (City) system, County of Los Angeles (County) System, and a Long Beach System, which were built. Board Member Marrone went on to say that at the LAAFCA, the request for the connections between those three (3) systems is a requirement or a request of LA-RICS. Board member Marrone continues by saying the understanding was that agencies had the option to leave all three (3) systems, which really is five (5) systems, to be independent.

Executive Director Edson expressed that it feels that way because the ICI System, for example has the Verdugo Fire, which they can all be very independent and not interoperate with each other. Executive Director Edson provided an example and said the disadvantage to law enforcement is Long Beach gets in pursuit going on the 710 Freeway, leaving their footprint and they cannot talk.

Board Member Marrone said the request has been made for connectivity, with the assumption that it is the County's responsibility. Board Member Marrone reiterated there are several systems, such as LA-RICS, ICI, Port of Los Angeles Police (LA Port), Los Angeles World Airports (LAWA), City Police Department (LAPD), and Long Beach. Board Member Marrone stated those systems are either complete or near completion and up to the group if they want to join them. Board Member Marrone expressed that LACoFD has taken the lead in asking for this connection, therefore, leaving them believing it a LA-RICS responsibility.

Executive Director Edson said that what was interesting is that all of the groups Board Member Marrone just mentioned have met all together for several months now and have discussed interoperability, went over the Gap Analysis with MSI and came to a consensus in that room, amongst all of those mentioned agencies, the ask would be \$2.4 million dollars, plus \$1 million from the City to make those interconnections. Executive Director Edson mentioned that it was presented to the UASI AA as a regional ask not as a LA-RICS ask. Executive Director Edson went on to say that as the discussion carried forward people made the focus as it was a LA-RICS ask.

Board Member Marrone that is because we spoke of the hub-and-spoke model and LA-RICS is characterized as the hub and the other radio systems are spokes. It is an ameba trying to connect six (6) independent radio systems. It is not like we are at the center and you are all connected to us we are all connected together.

Executive Director Edson yes as a matter of a fact LAPD, LA Port, and LA Airport cannot talk together without buying a connection from MSI to connect the systems the way they were designed.



Board Member Capelle shared that he was aware that some systems have shared trunking Identifications (IDs) made for that actual device, at which point Executive Director Edson said the sharing of IDs is not a System-of-Systems Model that is not what the UASI AA funded and moved down to the System-of-Systems Model, since then and since the Authority went live, the ICI system approached the Authority and provided 10,000 radio IDs and offered to share this wave with LA-RICS. Executive Director Edson stated that LA-RICS would be a hybrid and will be both the System-of-System Model and an umbrella approach with the sharing of IDs.

Board Member Capelle reiterated what Board Member Marrone previously stated, expressing that potential users know the system has better infrastructure and that if the system is better and more modern, and due to the higher interest in Talkgroups, the more people on the system the better the system will be, it is a matter of getting the word out.

Executive Director Edson said that was outreach/marketing, the Authority does not want to oversell, but that was included in his presentation at the Los Angeles County Police Chiefs Association (LACPCA) and anticipates presenting it to the LAAFCA on the December 9, 2023, as well. Executive Director Edson shared there is operability for all the different benefits at a cost and available for interoperability free of cost. Executive Director Edson also said that at the LAAFCA presentation he would will further explain the regional interoperable group, the incorporation of IDs into the radio systems (fire already has IDs and law enforcement is looking into it), the Authority is on its way to become a hybrid.

Executive Director Edson reported the sixteen (16) regional Talkgroups in the LA-RICS system are available to law and fire, with a connection with ICI since April/May 2023, therefore, any other ICI agency can program their devices with those sixteen (16) regional Talkgroups with a radio patch available as well.

Board Member Capelle mentioned the Technical Committee has not discussed the Inter Subsystem Interface (ISSI) connection being active, because some time ago the Technical Committee did a patch test, as the Agreement came through with ICI and LA-RICS.

Operations Lead Lt. Robert Weber stated that at the August 15, 2023, Joint Operations and Technical Committees meeting the intent was to demonstrate the Authority did complete all of the Memorandums of Understanding (MOUs) and did have the ISSI connection in place. Operations Lead Weber further stated there was a slight variant at the meeting, in which the agencies involved during the test were using a patch because of a console issue, but as far as the ISSI demonstration at that meeting was the use of the ISSI that could be used by any agency that have those regional channels programmed in for direct connection. Operations Lead Weber explained the difference between ISSI and having shared IDs, which are



two (2) different approaches, which with shared IDs there are things that agencies do not get for interoperability, for example, not getting a lot of roaming. Operations Lead Weber detailed that to allow systems to work, allowing agencies mobility, that if they move off of their system's footprint and to still have a connection, LA-RICS can assist with that, as long as the ISSI's are in place with auto-roaming giving true interoperability. Operations Lead Weber mentioned that as previously discussed at the Interoperability Working Group meetings, it was very clear that it was absolutely necessary for the region, not only because of all of the things that are done together, but in preparation of the future events in and for the region.

Board member Capelle wondering if with the shared IDs, if instead of going to one of the regional channels Talkgroup, for example, if an agency is using a current Talkgroup channel on an incident and a LA-RICS user comes in, unless they have the shared IDs, even with the ISSI, they cannot just go to that trunked channel and use it if they do not have the device.

Operations Lead Weber agreed, but also stated that it was a different type of interoperability with the law enforcement organization, for example, there might be times when Inglewood PD might respond to something for the South Los Angeles (LA) Sheriff's station has, and with the shared ID approach they can switch to South LA's L-TAC (service) and be talking on that, but would not run an operation on South LA's L-TAC and would not allow for auto-roaming if another agency that was not LA-RICS and out of their footprint, also allows for them to potentially scan that Talkgroup.

Board Member Capelle that if regards to the Finance Committee, if the Authority was asking for two (2) separate things from the UASI AA, monies to complete all of the ICI/ISSI connections (which only one is in place, the connection with ICI/LA-RICS), but the others still need to be completed. Executive Director Edson clarified that LA-RICS is not asking for anything, the Regional Working Group is asking for \$3.4 million to complete interoperability in the region. Executive Director Edson went on to say the Regional Working Group also asked for the UASI AA to consider paying one third towards their O&M, which is different from \$3.4 million. Executive Director Edson provided a breakdown of the one third ask, being that ICI has an \$11 million dollar ask for O&M 2024, LA-RICS has a \$1.7 million dollar ask, the City has an \$8.9 million dollar ask, and the City of Long Beach asked for \$2.7 million dollars, the Interoperable Working Group is asking the UASI AA to consider paying one third of each of those figures.

Board Member Marrone mentioned the contents of a 2016 letter and how some agencies are misinterpreting it, but Executive Director Edson clarified by saying the letter stated that LA-RICS would fund systems to completion, as well as providing a dollar amount in the 2016 letter, for that three (3) year UASI time period. Executive Director Edson said that it clearly stated that when systems are



completed the UASI will ensure an equitable funding towards the statement of their O&M.

Executive Director Edson said the UASI AA expected for the systems to be completed during those three (3) UASI periods, but that was pre-COVID, pre-fires, pre-storms, therefore, every radio system returned asking for more money, and continued to be funded, which only LA-RICS is done, no one else is done. Executive Director Edson went on to say that LA-RICS is complete and will be able to sustain itself with subscription monies, and would like an equitable share of the maintenance funds.

Executive Director Edson concluded by saying the UASI AA has to make a decision on what is the System's responsibility to pay for and what is the region's responsibility (expansion, technology changes, etc.).

There was no further discussion.

C. Project Manager's Report – Brian Smyth

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

Program Director Brian shared there was no change in the Final System Acceptance Date of November 17, 2023, from the previous month and, as Chief Edson mentioned, the Authority is working towards the goal of achieving said date. October Progress

Project Director Brian Smyth said the Analog Communication Voice Radio Systems (ACVRS) and Los Angeles Regional Tactical Communication System (LARTCS) Subsystem cutovers were completed. Project Director Brian Smyth stated that he would discuss Narrowband Mobile Data Network Phase 2 (NMDN2). Project Director Smyth continued by stating that migration activities continued in October 2023, and the Authority has been working closely with the County of Los Angeles (County) Internal Services Department (ISD). Project Director Smyth In addition, MSI submitted warranty reports for NMDN1 and the Digital Trunked Voice Radio System (DTVRS) which are being reviewed. Project Director Smyth Tracking tools for warranty activities are being developed.

Project Director Smyth shared the Southern California Air Quality Management District (SCAQMD) hearings for Clara Shortridge Foltz Criminal Center (CCT) and Mount Disappointment (MDI) sites were held, and both sites passed on the consent calendar. Project Director Smyth further shared that stipulations were in place for the variances received. In addition, Project Director Smyth mentioned that measures during the variance period were set in place to ensure that generator usage stayed under the 200-hour mark. Project Director Smyth stated he would provide further detail in the November Focus section.



Project Director Smyth shared that all hardcopy books and record documents have been received, and were packaged and ready for sites delivery. Project Director Smyth went on to say that Fire Suppression Work at the Universal Citywalk (CITYWALK) site was completed.

November Focus

Project Director Bran Smyth reported that final year of LMR Final System Warranty was being finalized, and the anticipated completion date was November 17, 2023. Project Director Smyth further reported that data from Motorola Solutions, Inc. (MSI) regarding warranty activities were being tracked and that forecasting tools were being put in place. Project Director Smyth expressed the Project Management team was working closely with the technology team on a more robust monitoring system would be established in anticipation of any issues that may occur. Project Director Smyth believes the monitoring system would also provide the ability to forecast warranty activities.

Power at Green Mountain (GRM)

Project Director Smyth shared that a Contractor has been secured to perform power work at the GRM site. However, trenching, and underground cabling is on hold due to an issue between California State Parks and City of Los Angeles (City) Department of Water and Power (LADWP). Project Director Smyth The issue has to do with the location of a power pole, and the fact that the power pole is metal and not wood. Project Director Smyth further stated that the Authority was working with the two parties to resolve this issue. Project Director Smyth One pole is needed to complete power work at GRM.

Site Access Roads

Project Director Smyth stated that acquiring funding for Whitaker Middle Peak (WMP) site is in process. Project Director Smyth reported that additional funding from a number of sources such as the Federal Emergency Management Agency (FEMA) is being pursued. Project Director Smyth expressed that regarding the Loop Canyon (LPC) site, the Authority received assistance from the United States Forest Service (USFS) and County Fire Department (LACoFD) for road work. Project Director Smyth shared that for the Portal Ridge (PRG), Bald Mountain (BMT), and Magic Mountain Link (MML) sites, road costs are being shared with ISD, and that partnerships with different entities to assist with site road repairs were currently being developed.

Southern California Air Quality Management District (SCAQMD)



Project Director Smyth reported that SCAQMD placed stipulations on usage of generators in the variances received for CCT and MDI sites. Project Director Smyth said that specifically, the monthly generator testing for both sites was restricted to one (1) hour per month and that generator testing automatically occurs every week for fifteen (15) minutes. Project Director Smyth expressed that a database of all generator usage across the system was developed to manage monthly usage and ensure that generator testing stays under the 200-hour limitation. Project Director Smyth stated the Authority was working closely with MSI to ensure that all generator testing information is in this database to ensure that all generator information was available as requested from SCAQMD. Project Director Smyth explained that when generator usage reaches the 150-hour mark, a notification alert is triggered, enabling the close monitoring of generator usage. Project Director Smyth further explained that if generator usage reaches the 180-hour mark, a regular variance will be required by the SCAQMD. Project Director Smyth said this method would provide a cushion to prevent an emergency variance from being filed. Project Director Smyth concluded this topic by stating that SCAQMD has been helpful and believes that SCAQMD expects the LA-RICS project to be successful.

Migration Activities

Project Director Smyth stated that migration activities at Tower Peak (TWR) would be completed by November 17, 2023, with Solicitations and bids for the demolition of the old tower to be received by December 12, 2023. Project Director Smyth further stated that work probably begin before the end of year providing storms are not an obstacle. Project Director Smyth reported that other migration activities are ongoing and are being coordinated, as well as Site Access Agreements (SAA) being updated as necessary.

NMDN2

Project Director Smyth shared that acceptance date for NMDN2 is November 3, 2023, and the cutover period is from November 6, 2023, to November 17, 2023. Project Director Smyth also shared the project is ahead of schedule in this respect, and that there are no obstacles to getting to the finish line as Executive Director Edson mentioned.

Site Documentation

Project Director Bian Smyth shared slides demonstrating the progress and status of Site Documentation that will be available at each site.

Fuel Reduction and Weed Abatement

Project Director Smyth stated the Authority has a regular program of fuel reduction at all sites, as well as weed abatement. Project Director Smyth concluded by



sharing this is the Authority's regular rotation across all of the sites, in which Captain August Dougherty has been helping the Authority in performing fuel internal audits at the sites.

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

D. Joint Operations and Technical Committee Chair's Report – Operations Lead Lieutenant Robert Weber

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

Operations Lead Lt. Weber shared the Joint Operations and Technical Committees meeting was held on Tuesday, October 17, 2023, Operations Lead Lt. Weber chaired the meeting; having quorum present, the Minutes were approved; the committee received an update on the LMR system, Regional interoperability update, as well as Land Mobile Radio status update, and with no further items and no comments, the meeting concluded.

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

E. Finance Committee Chair's Report – NONE

VII. DISCUSSION ITEMS (F – J)

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

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

Technical Lead Pao expressed that upon provisional acceptance of the two (2) analog voice subsystems, ACVRS and LARTCS, in the early week of October 2023, LACoFD has been conducting pre-cutover testing on these analog voice subsystems. Technical Lead Pao stated that analog voice layers would be an integral part of LACoFD's operation and for the region's analog voice interoperability needs, in particular, for wildland fire and fire ground operation. Technical Lead Pao went on to say there have been challenges with line and technical personnel getting to know how the new subsystems operate. Technical Lead Pao mentioned there also have been discoveries of operational issues due to either LACoFD equipment or in one instance, alarm notification issue on the LA-RICS system. Technical Lead Pao further mentioned that as these problem areas have been validated by both LA-RICS and MSI, solution for alarm notification is being worked on by MSI. The LACoFD and ISD would be working on mitigating fire equipment performance issues.



Technical Lead Pao expressed that as previously reported by Director Edson, the maintenance and restoration services provided by MSI has been lacking in some area where the Authority has been actively tracking and validating the service level agreement performance and meeting with MSI to determine the corrective action plan.

Technical Lead Pao reported the new LMR system was able to provide a large number of alarm points throughout the system. Technical Lead Pao further reported that with the new alarm capability, the system would produce a large number of alarm events continuously. Technical Lead Pao mentioned that staff was in the process of filtering out nonactionable alarms and focusing on actionable alarms that were service impacted. Technical Lead Pao said the Authority is also taking a deep dive into the trunking system's ability to detect illegal carriers (signals). Technical Lead Pao concluded by saying the ability of the system to log these events allows the Authority to be more proactive with tracking down radio interference and providing another tool in the tool bag to find interference issue for a large radio system. Technical Lead Pao expressed that he would provide the Board with any notable findings and issues when appropriate.

Technical Lead Pao shared slide presentation of the LMR Operations Status, as well as details regarding the top ranking by use Talkgroups and their total talk times/minutes for September and October 2023, by site and agency.

Technical Lead Pao thanked Justin Compito for the training he provided and data manipulation for its various uses for the Authority.

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

G. Outreach Update – Lieutenant Robert Weber

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

Operations Lead Lt. Weber reported that on October 12, 2023, personnel from the Authority staff held a Working Group meeting with the stake holders in the region regarding interoperability and the completion of the system of systems model also known as the hub and spoke model. Operations Lead Lt. Weber said the information obtained from the meeting would be used to seek funding to connect the systems in the region to allow public safety personnel to communicate while handling both large scale incidents as well as for routine events. Operations Lead Lt. Weber mentioned that Authority staff continues to evaluate and work on implementation plans for the LARTCS and ACVRS.



Operations Lead Lt. Weber said that during the month of October that Authority staff attended the Southern California Association of Public Safety Communications Officials (APCO) training showcase in La Mirada California and the International Association of Chiefs of Police Communications (IACP) conference in San Diego California. Operations Lead Lt. Weber shared that staff also attended meetings on communications and Technology and a variety of technology presentations. Operations Lead Lt. Weber went on to say these events were very informative and the collaborative relationships that were established would be helpful going forward.

Operations Lead Lt. Weber mentioned that Authority staff worked the County Sheriff's Department (LASD) Communications and Fleet Management and Bureau staff to develop a radio coverage reporting application that was deployed last month, in an effort to receive reporting on how the system is working. Operations Lead Lt. Weber shared that after a week of it being deployed, the trunked system is doing very well.

Operations Lead Lt. Weber further mentioned that Authority staff worked with the City of Inglewood with the new Intuit Dome (stadium) that is being built, in an effort to ensure that public safety communications is ready and available.

Operations Lead Lt. Weber shared that Authority staff conducted additional outreach to the City of Alhambra, and Cal State Los Angeles. Operations Lead Lt. Weber went on to say these Agencies were both evaluating their communications needs and the possibility of using LA-RICS, therefore, Authority staff will work closely with these agencies to ensure their needs are met.

Operations Lead Lt. Weber expressed that since the Authority is at a turning point of having an actual fee for the outside agencies, the Authority expects to be very busy since agencies are inquiring as to those fees.

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

VIII. ADMINISTRATIVE MATTERS (H – I)

H. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 4 TO THE FREQUENCY LICENSING COORDINATION SERVICES AGREEMENT

Deputy Executive Director Ron Watson informed the Board that Agenda item H was requesting the Board's approval to authorize, the Executive Director, to execute Amendment No. 4 to the Agreement for Frequency Licensing Coordination Services Agreement with the Association of Public-Safety Communications Officials International, Inc. (APCO), to extend the term of the Agreement from November 23,



2023 to December 31, 2024, for continued frequency licensing services for the LMR System, with no additional increase in cost.

Deputy Executive Director Watson shared that APCO is the only organization that provides full frequency management services for public safety agencies that would meet the Authority's frequency licensing needs. Deputy Executive Director Watson further shared the Authority requires APCO's continued frequency licensing services, as such the Authority seeks approval from the Board to extend the term.

Deputy Executive Director Watson reported there is no additional fiscal impact with the recommended action as the contract balance is sufficient to cover the term extension through December 31, 2024.

Deputy Executive Director Watson concluded by saying that if there is additional frequency licensing work to be performed by APCO on or after January 1, 2025, and/or additional funds are needed, we will return to the Board to request for an extension to the contract and/or additional funds.

Board Member Anthony Marrone motioned first, seconded by Board Member Leslie Luke.

Ayes (8): Luke, Marrone, Yanagi, Tadeo, Capelle, Robledo, Povero, and Fronterotta.

MOTION APPROVED.

I. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 33 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

Executive Director Edson presented Agenda Item I, which requested the Board's approval to execute Amendment No. 33 with Jacobs to exercise the first one (1) year option term of the Agreement, plus an additional forty-four (44) days which will extend the term through December 31, 2024. Executive Director Edson further requested the term of the Jacobs Agreement be contingent upon the MSI's successfully achieving Final LMR System Acceptance, which is currently slated for November 17, 2023. Executive Director Edson said the extension would allow Jacobs to continue performing project management services through the Warranty Period and project closeout.

Executive Director Edson said that in addition, Amendment No, 33 was also requesting the Board to revise the Rate Schedule to reflect an increase to the hourly rates by 3.7 percent to account for a Cost of Living Adjustment (COLA), which is consistent with the COLA provision and formula in the Jacobs Agreement.



Executive Director Edson recommended the Board approve, both the exercising of the first option year COLA increases to hourly rates, the Maximum Contract Sum would not increase as Jacobs has confirmed all project management activities will be performed for the previously increased agreement amount by identifying and implementing resource efficiencies.

Executive Director Edson concluded by requesting the Board to delegate authority to him, the Executive Director, to Execute Amendment No. 33, in substantially similar form to the Amendment enclosed with the Board Letter, and allow him to issue one (1) or more Notices to Proceed (NTP) for this work. Lastly, Executive Director Edson requested the Board to allow him to approve and execute amendments to reallocate phase budget amounts from one phase budget to another phase budget provided such reallocations do not increase the Maximum Contract Sum and are approved as to form by Counsel to the Authority.

Board Member Marrone motioned first, seconded by Board Member Vincent Capelle.

Ayes (8): Luke, Marrone, Yanagi, Tadeo, Capelle, Robledo, Povero, and Fronterotta.

MOTION APPROVED.

IX. ADMINISTRATIVE MATTERS – NONE

X. MISCELLANEOUS – NONE

XI. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE.

XIII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Yanagi stated the next Regular Board Meeting would be held on Thursday, December 7, 2023, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting at 10:38 a.m. Board Member Povero motioned.



BOARD OF DIRECTORS REGULAR MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, December 7 2023 • 9:00 a.m.

BOARD MEMBERS PRESENT

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

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

Joshua Nelson, City Manager, California Contract Cities Association

David Povero, Chief of Police, City of Covina Police Department

Mark Fronterotta, Chief of Police, City of Inglewood Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT

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

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

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

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

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Vacant, At-Large Seat



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

I. CALL TO ORDER

Alternate Board Chair Brian Yanagi called the December 7, 2023, Regular Board meeting to order at 9:02 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

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

III. APPROVAL OF MINUTES – NONE

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular Meeting Agenda.

VI. REPORTS (A – D)

A. Director's Report – Scott Edson

Executive Director Scott Edson welcomed Police Chief Scott Wiese from the Monterey Park Police Department. Executive Director Edson expressed how Chief Wiese has historically been a champion for LA-RICS and he has had the opportunity to meet with him on a few occasions. Executive Director Edson said that Chief Wiese was appointed as the Los Angeles County Police Chiefs Association (LACPCA) representative replacing Chief Brian Solinsky. Executive Director Edson thanked Chief Solinsky and Alternate Lieutenant Robledo for their years of service on the Board. Executive Director Edson hopes they will continue to attend and participate at committee meetings and regional interoperability meetings, and of course sign up to be a subscriber.

Board Member Wiese introduced himself and said he is a big proponent of LA-RICS. Board Member Wiese stated the City of Monterey Park was one of the original participants when LA-RICS first started and wants very much for the systems to integrate and hopes that his participation contributes to continue a good partnership. Board Member Wiese expressed that coming from Orange County, he is used to working together and is very familiar with how the systems work.



Executive Director Edson mentioned the Final System Acceptance was just a couple weeks ago, on November 17, 2023, and a week ago the Authority celebrated Final System Acceptance with a Ribbon Cutting Ceremony. Executive Director Edson stated that for those who were not at the Ribbon Cutting Ceremony, it was well attended by current and former Board Members, current and former Executive Directors, current and former LA-RICS team members, and of course, the Authority's partners Jacobs and Motorola Solutions, Inc. (MSI). Executive Director Edson mentioned that representatives from County of Los Angeles (County) departments, the state, and City of Los Angeles (City) Mayor's Office were in attendance. Executive Director Edson further mentioned that Urgent Communications, an online magazine, also wrote a very nice article about the LA-RICS and the Ribbon Cutting.

Executive Director Edson stated the Final System Acceptance is a momentous milestone for the LA-RICS LMR project. Executive Director Edson also stated the Final System Acceptance is an accumulation of various Provisional Subsystem Acceptances and other contractual required deliverables submitted by MSI and approved by the LA-RICS Project team. Executive Director Edson expressed the team has now fully transitioned its efforts and attention to onboarding new agencies, operation of the network, and warranty service monitoring.

Executive Director Edson said that since the inception of the Land Mobile Radio (LMR) 007 contract with MSI in 2013, the Project has presented considerable challenges to all parties involved, both past and present. Executive Director Edson mentioned the LA-RICS team has admirably navigated through initial design challenges, regulatory intricacies, membership fluctuations, frequency interference, redesign efforts, site access negotiations, contractual disputes, as well as unforeseen events such as wildland fires, historic snow and rainstorms, and the unprecedented challenges posed by the global pandemic.

Executive Director Edson believes the dedication and perseverance demonstrated by the Authority's Project team members cannot be adequately captured with just a few adjectives; however, terms such as extraordinary, herculean, and remarkable do justice to their relentless efforts.

Executive Director Edson shared that in regards to subscription, he made presentations about the Authority's System to the LACPCA in October and to the Los Angeles Area Fire Chiefs Association (LAAFCA) in November. Executive Director Edson also share the information was well received, with only a few questions. Executive Director Edson mentioned that since then the Authority has received several inquiries on joining the system and now conducting assessments of those agencies.



Executive Director Edson reported that fire departments are ahead of the police departments when it comes to interoperability, having already shared IDs and frequencies, as well as being prepared daily for mutual aid and interoperability. Executive Director Edson further reported they have local and state plans in place that they all follow closely.

Executive Director Edson said that as for law enforcement, the Authority has sixteen (16) regional mutual aid Talkgroups in place, and an additional sixteen (16) coming. Executive Director Edson mentioned that for months the Authority has expressed to police agencies they should program in the sixteen (16) Talkgroups in all their radios. Executive Director Edson went on to say the Authority has heard from the police agencies that they want to share radio IDs and be even more interoperable, to which the Authority is committed to accommodate.

Executive Director Edson informed the Board the Authority sent an online form to the LACPCA last month, asking them to distribute to all police agencies, so each police agency can identify what Sheriff stations are near them, what the County of Los Angeles (County) Sheriff's Department (LASD) frequencies they would like to have access to, and what frequencies they are willing to share back to the Sheriff's; as responses are trickling in.

Executive Director Edson said the subscriber affiliate agreement, once completed, would be distributed so that police and fire agencies in the region could use LA-RICS for interoperability during planned events, emergencies, disasters, and mutual aid, all at no cost.

Executive Director Edson expressed that as for our warranty, with the successful transition of MSI's project team upon achieving Final System Acceptance, the Authority's primary day-to-day point of contact now shifts to the MSI Service team. As previously communicated to the Board, Executive Director Edson said the Authority has engaged in discussions with the MSI service team to address challenges related to servicing the LMR System. Executive Director Edson shared the service team is now responsible for the remaining twelve (12) month warranty services outlined in the contract. Executive Director Edson went on to say that weekly meetings have been established to ensure MSI actively participates in mitigating challenges and promptly addressing any new service-related issues that may arise.

Executive Director Edson was pleased to inform everyone the Urban Area Security Initiative (UASI) Approval Authority (AA) has voted to allocate funding for the proposed regional interoperability connections involving the six (6) P25 radio systems in the region: LA-RICS, Interagency Communications Interoperability (ICI), City Police Department (LAPD), Los Angeles World Airports (LAWA), Port of Los Angeles (POLA), and Long Beach. Executive Director Edson stated that while the approved 2024 UASI grant fund will not be available until the fourth (4th) quarter of



next year, pre-planning work, operational agreements, and radio programming can commence immediately.

Executive Director Edson spoke about grants and shared a comments he received at the Ribbon Cutting ceremony, from Ms. Wendy Tully, Chief of Homeland Security and Emergency Management Branch at Cal OES.

Executive Director Edson said Ms. Tully expressed her congratulations to the Board and region for the significant accomplishment of the LA-RICS LMR system, conveying her amazement of the sites, such as the Rio Hondo site where the event took place. Ms. Tully commented that she understands how much was involved in collaboration with United States Forest Services (USFS), Conservancy, Coastal Commission, with Environmental Impact Reports, the National Environmental Policy Act (NEPA), etc. Executive Director Edson informed Ms. Tully the Authority would continue to work with her at the state level, as well as with the Federal Emergency Management Agency (FEMA) and the Mayor's office as the Authority spends the final grant allocations which are tied to warranty period activities, as well as the withhold that we will release upon completion of the remaining one (1) year warranty period.

Executive Director Edson said that grant funding for Operations and Maintenance (O&M), the Authority also received grant funding commitment of \$1 million dollars to be applied toward our annual O&M, therefore, thanked the UASI AA.

Executive Director Edson took a close look at the warranty and MSI services, the Authority needed to address some as-needed gap services such as tower removal, weed abatement, generator refueling and others, as well as planning to bring before the Board a request for issuance of Invitation For Bid to establish a bench of service providers for gap services that are either not included in MSI's warranty plan and scope OR MSI is refusing to perform. Executive Director Edson the Authority's partner at County Internal Services Department has been very helpful in addressing as-needed items such as road access/clearance and generator refueling, however the Authority plans to bring a long-term solution before the Board for these services in the very near future.

Executive Director Edson expressed that before the Board this morning are two action items, one is to terminate Site Access Agreement (SAA) for the Saddle Peak (SPN), and asked the Board to recall the Authority entered into an SAA for the SPN site but never built this site because the Authority was able to obtain the already constructed MCI site which provided not only use of existing infrastructure but also tower height, we would not have been able to obtain with the buildout of SPN site.

Executive Director Edson said that in addition, the Board has the amendment to the AT&T agreement which will extends the term through 2026 allowing continued broadband router swap /install services as per the Authority's agreement.



Executive Director Edson concluded by saying that 2024 would be a very busy year but in a very different way, and the entire LA-RICS team is looking forward to whatever challenges come our way. Executive Director Edson expressed the Authority has now proven the Authority is unstoppable with it comes to bringing operability and interoperability to the public safety professionals in the County.

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

B. Project Manager's Report – Brian Smyth

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

Program Director Smyth stated that because the Project is now in the Maintenance portion, the Project Integrated Master Schedule (IMS) is no longer being used, therefore, the Maintenance Schedule is now being tracked. Program Director Smyth reported the Project is now in the final year of the warranty phase which runs through November 2024. Program Director Smyth shared that at that point, there is an option to extend the maintenance agreement.

November Progress

Program Director Smyth reported that since all sites are now operational, migration work is in progress. Program Director Smyth stated there is a weekly meeting that focuses on Site Access Agreements (SAAs) that are currently in development for migration activities. Program Director Smyth shared that TWR (Tower Peak) site is nearing completion of migration activities. Program Director Smyth further shared that a request for contractor bids to demolish the old tower has been released, with bidding to conclude at the beginning of January 2024. Executive Director Edson went on to add that some of the migration activities are for old County sites in which the County is moving old equipment from old towers to LA-RICS towers. Program Director Smyth expressed that currently the Project is in the final year of the warranty period, Motorola Solutions, Inc. (MSI) is submitting activity reports and that the Authority is working closely with MSI on finding a solution to site alarm notifications. Program Director Smyth mentioned there are some challenges as far as closing out tickets regarding alarms and determining the appropriate responses for these tickets. Program Director Smyth reported that all sites are fully operational, with a particular concern that sites that are nearing the yearly 200-hour SCAQMD generator run time limit; with three (3) sites approaching that limit. Program Director Smyth expressed that applications for variances for these sites are currently under review.



Program Director Smyth further shared that Closeout Books are in process of being delivered to sites, with hardcopy site documentation having been delivered to fifteen (15) sites.

Program Director Smyth reported that Authority staff met with California State Parks and City of Los Angeles (City) Department of Water and Power (LADWP) in November 2023 to discuss a temporary power solution at GRM (Green Mountain) site. Program Director Smyth expressed that as a result of that meeting, there is now a plan in place to refresh the easement to obtain commercial power onsite. Program Director Smyth further reported that Authority staff is working closely with Counsel, California State Parks, and LADWP to establish commercial power.

December Focus

Program Director Smyth shared the Authority is developing preventative maintenance monitoring tools to obtain and organize data from MSI. Program Director Smyth provided an example regarding generators, and went on to say there are tools in place to ensure that a sufficient warning is given when a site generator is approaching the SCAQMD yearly generator run time limit. Program Director Smyth mentioned the calendar between the Authority and MSI is being developed, in which MSI would share their preventative maintenance schedule, and the Authority would be able to comment or respond to MSI's activities.

Road Access

Program Director Smyth reported the ongoing issues in obtaining funding for road access repairs for the Whitaker Middle Peak (WMP) site. Program Director Smyth expressed that aside from WMP, there has been occasional site road damage resulting from the recent storms. Program Director Smyth further expressed that partnerships are in place to complete road access repair. Program Director Smyth said the Authority has been receiving assistance from the United States Forestry Service (USFS) and the County of Los Angeles Fire Department (LACoFD). Program Director Smyth further said that as the team gains more experience with road access repairs, contractors would be obtained to resolve these issues.

TWR Migration

Program Director Smyth stated that contractors are currently submitting bids for tower demolition. Program Director Smyth shared the deadline to submit bids is in the beginning of January 2024.

Gap Analysis

Program Director Smyth reported that a major effort of the project management team is completing the Gap Analysis report in which the project management team



is looking at all project activities that are being performed and identifying the gaps between what MSI is contractually required to perform and what MSI has not performed. Program Director Smyth concluded by saying that from this analysis, the project management team is assembling a budget.

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

C. Joint Operations and Technical Committee Chair's Report – Operations Lead Lieutenant Robert Weber

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

Operations Lead Lt. Weber shared the Joint Operations and Technical Committees meeting was held on November 14, 2023, was chaired by Operations Lead Lt. Weber; having quorum present, the Minutes were approved; the committee received an update on the LMR system, Regional interoperability update, as well as Land Mobile Radio status update, and concluded with a presentation from the Bridge for Public Safety (Bridge4PS) application by Niki Papazoglakis, which is a secure desktop communications designed specifically for first responders, in real time, across departments and agencies that can be placed on phone, meeting all government requirements, which LA-RICS will be doing some testing with it. Operations Lead Lt. Weber said that with no further items and no comments, the meeting concluded.

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

D. Finance Committee Chair's Report – NONE

VII. DISCUSSION ITEMS (E – H)

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

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

Final LMR System Acceptance and Acknowledgments

Technical Lead Pao said that as officially conveyed by the Executive Director Edson, the LA-RICS JPA achieved a significant milestone on November 17, 2023, with the Final LMR System Acceptance. Technical Lead Pao mentioned this accomplishment signified a pivotal moment as LA-RICS now manages one of the largest and most intricate LMR Systems, boasting multi-band capabilities with P25 digital-trunked and analog conventional channel capabilities.



Technical Lead Pao said that first and foremost, he extended his heartfelt gratitude to the Chair and Board Members, past and present, for their unwavering support throughout this challenging journey. Technical Lead Pao expressed that unforeseen complexities were met with determination and collaboration, bringing the Authority to the culmination of this phase, which is now a new beginning for the Authority.

Technical Lead Pao expressed Special acknowledgment to the Executive Director for exemplary leadership, skillfully navigating the myriad challenges this project presented. Technical Lead Pao went on to profoundly thank the diverse team members from various agencies whose relentless efforts over the years have contributed to the success of this venture. Technical Lead Pao went on to say that with their collective commitment, strategic thinking, and ability to overcome challenges have been instrumental.

Technical Lead Pao expressed that as reported by Director Edson, that while originating from different agencies, the Authorities cohesive teamwork has been exceptional, creating a rare synergy of talent. Technical Lead Pao further expressed this Project has been a testament to the dedication, commitment, and capability of individuals who, despite their diverse backgrounds, collaborated seamlessly. Technical Lead Pao shared that moving forward, the transition from project implementation to managing and operating this extensive LMR system marks the beginning of a new chapter, one the Authority aims to keep concise and uneventful.

Operational Policy and Workflow Refinement

Technical Lead Pao mentioned that while the Authority's primary focus has been the completion of the LMR System, the internal operational policies, workflow processes, and system management were purposely deferred until reaching the Final System Acceptance. Technical Lead Pao believes that with this accomplished, the Authority's attention now shifts to refining and evolving existing processes to enhance operational efficiencies, meet the demands of the Authority's customers, and to ensure the sustainment of the LMR System.

Technical Lead Pao stated that over the next twelve (12) months, the Authority's emphasis will be on addressing all operational issues to ensure a seamless and efficient transition into the operational phase.

November Challenges and System Resilience

Technical Lead Pao reported that for the month of November presented the Authority's LMR System with challenging wind-storm events, particularly at Magic Mountain Peak, where wind gusts reached up to 130 Miles Per Hour (MPH).



Technical Lead Pao said these events posed a threat not only to the structural and equipment integrity but also to the backup electrical system due to public safety power shutoffs by utility companies.

Technical Lead Pao felt that despite these challenges, all weather and power impacted sites operated without issues. Technical Lead Pao went on to mention that notably, no incidents affecting equipment or system performance were reported, with only a few sites approaching or surpassing the AQMD allowable yearly operational hours.

Technical Lead Pao believes that it is a testament to the robustness of the Authority's system and the meticulous planning that weathered the storm, underscoring the resilience of the Authority LMR System in the face of adverse conditions.

Technical Lead Pao shared slide presentation of the LMR operation status for September. Technical Lead Pao shared details regarding the top ranking by use Talkgroups and their total talk times/minutes for both October and November 2023, by site and agency.

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

F. Outreach Update – Lieutenant Robert Weber

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

Operations Lead Lt. Weber reported that on November 16, 2023, personnel from the Authority staff held a working group meeting with the stake holders in the region regarding our ongoing interoperability efforts. Operations Lead Lt. Weber further reported the meeting covered the different elements of the new Los Angeles Regional Tactical Communication System (LARTCS) and how it could be used to connect the various public safety agencies in the region. Operations Lead Lt. Weber informed the Board the group discussed the regional Talkgroups that are available for Interagency Communications Interoperability (ICI) agencies to connect with agencies on the LA-RICS system and how the Authority could conduct training on this platform in the future. Operations Lead Lt. Weber went on to say the group then covered the current work being conducted regarding radio ID or visiting ID sharing. Operations Lead Lt. Weber shared that LA-RICS is currently working on a Memorandum of Understanding (MOU) with ICI regarding this program. Operations Lead Lt. Weber further reported the group then discussed the good news from the UASI Board that needed Inter Subsystem Interface (ISSI) connections between the different Digital Trunked Voice Radio System (DTVRS) in



the region would be funded. Operations Lead Lt. Weber also said the group agreed to work on the next steps regarding this matter in future meetings.

Operations Lead Lt. Weber expressed that due to the large number of different public safety agencies in the County of Los Angeles during the month of November 2023 the Authority staff developed an interoperability tracking system and request form. Operations Lead Lt. Weber said the system would be used to track and organize our efforts to provide interoperability between LA-RICS subscribers and subscribers on other systems. Operations Lead Lt. Weber mentioned that currently the form has been distributed to all members of the Los Angeles County Chiefs of Police Association (LACCPA). Operations Lead Lt. Weber also said the Authority plans to work with all LA-RICS member agencies to distribute this form as requested.

Operations Lead Lt. Weber shared that during the month of November 2023, the Authority Staff devoted much of its time to meetings and the planning for full system acceptance. Operations Lead Lt. Weber expressed that as reported by Executive Director Edson, this milestone was achieved on November 17, 2023. Operations Lead Lt. Weber, in regards to the Ribbon Cutting Ceremony, went on to thank of the Authority staff, Board Members, and prior Leadership Members that were able to attend. Operations Lead Lt. Weber expressed that it was a phenomenal event and an accumulation of the Full System Acceptance.

Operations Lead Lt. Weber stated that Authority staff conducted additional outreach to the City of Claremont on November 7, 2023, and The United States Forrest Service (USFS) on November 28, 2023. Operations Lead Lt. Weber shared that these Agencies are both evaluating their communications needs and the possibility of using LA-RICS. Operations Lead Lt. Weber went on to say that Authority staff will work closely with these agencies to ensure their needs are met.

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

Board Member Capelle suggested to Operations Lead Lt. Weber that if a member of the LA-RICS join the Tactical Communication meeting, if could appointed a LA-RICS technical representative at the LAAFCA 2024 meetings, as they plan for the radio program, to which Executive Director Edson agreed.

There was ongoing dialog in regards to the importance of interoperability, as well as an example provided by Board Member Wiese regarding the interoperable communication at the Las Vegas shooting, as well as how both fire and law enforcement having the capability of interoperability. Another point that was brought up the biggest outreach need is for LA-RICS to help the whole process for



a true regional interoperability is a first responder operational delivery system for both police officer and fire fighter.

Operations Lead Lt. Weber was suggested to have a training and said that at the Joint Committees Meeting it was brought up to that law enforcement and fire share training. Operations Lead Lt. Weber further said that since it is often overseen that fire agencies are bit farther along with interoperability with regional Talkgroups.

Board Member Weise brought up the Monterey Park shooting and how law enforcement did show up and how there was no communication as to who was present to assist, unlike fire, which are able to communication with each other seamlessly. Board Member Wiese also brought up having the California Highway Patrol (CHP) work with LA-RICS.

Operations Lead Lt. Weber expressed that currently at the Regional Working Group meetings, ICI a LA-RICS MOU being worked on. Fire agencies offered to share their training module and application they use for law enforcement to use.

Executive Director Edson stated that Board Member Leslie Luke was appointed by the Chief Executive Officer (CEO) as their representative and comes for the Office of Emergency Management (OEM) working with several group and can most likely assist with that collaboration. Executive Director Edson hopes to have a one overarching plan on how to make use of it all and capitalize on documentations, working group meetings, do presentations and trainings, and over the next year, he anticipates, that everyone would have the regionals, with the hopes to be nearly as good as fire.

Board Member Capelle asked Operations Lead Lt. Weber if at the next Joint Committees there could be a draft on how the Authority intends to use those regional trainers between the different networks and what is their objective since they have been in fire for almost a year now.

Board Member Wiese brought up an example of how law enforcement needs to bridge the gap in communication, like at the Montebello shooting a few weeks ago, where law enforcement agencies were able to communication only because the helicopter was able to bridge the gap.

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

G. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN) – Scott Edson

Executive Director Edson presented Agenda item G which provided the Board with a quarterly update on the expenditures recorded to the AT&T Business Agreement



funds for period ending September 30, 2023. Executive Director Edson stated the report was received from the County Auditor-Controller on October 27, 2023, and shared with the Board as promised when the Authority entered into the AT&T Business Agreement.

This concluded the update on Agenda Item G. Executive Director Edson asked if there were any questions. There was no further discussion.

H. Quarterly Report Governmental Services Uses

Executive Director Edson presented Agenda item H and mentioned the report provides the Board with a quarterly report on uses of your Board's prior delegation to enlist assistance from the County of Los Angeles and other governmental agencies to perform various services needed at Land Mobile Radio sites that the vendor, MSI, is refusing to perform.

Executive Director Edson shared that this quarterly report captures expenses incurred through September 30, 2023, totaling \$89,736, for services provided by County Department of Public Works (DPW) and County Internal Services Department (ISD) for work including rental of roll up generator, refueling of generator, and road repair services.

This concluded the update on Agenda Item H. Executive Director Edson asked if there were any questions. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (I – J)

I. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO TERMINATE SITE ACCESS AGREEMENT FOR A CANCELLED LAND MOBILE RADIO (LMR) SYSTEM SITE

Nancy Yang LA-RICS Telecommunications System Consulting Engineer presented Agenda Item I. Consulting Engineer Ms. Yang recommended on behalf of the Authority to delegate authority to the Executive Director to terminate the LMR Site Access Agreement (SAA) between Saddle Peak Communications and the Authority for the Saddle Peak (SPN) site for the LMR System, which has been replaced by MCI site, an existing facility nearby SPN.

Consulting Engineer Ms. Yang recommended on behalf of the Authority to terminate SAA between Saddle Peak Communications and the Authority for the SPN site for the LMR System.

This concluded the update on Agenda Item I. Consulting Engineer Ms. Yang asked if there were any questions. There was no further discussion.



Alternate Chair Yanagi called for a motion. Board Member Vincent Capelle motioned first, seconded by Board Member Mark Fronterotta.

Ayes (9): Luke, Pappas, Yanagi, Rifenburg, Capelle, Wiese, Nelson, Povero, and Fronterotta.

MOTION APPROVED.

J. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE AMENDMENT NO. 2 TO AGREEMENT NO. 328640.C WITH AT&T COPR. FOR CONTINUES ROUTER INSTALLATION SERVICES

Executive Director Edson stated that Agenda Item J requested the Board's approval for approval to authorize, the Executive Director, to negotiate, finalize, and execute Amendment No. 2 to Agreement No. 328640.C with AT&T to extend the term of the Agreement for continued router installation services and related work for up to three (3) years through December 31, 2026, which if approved by the Board, the extension can be extended in yearly increments.

Executive Director Edson said there is no additional fiscal impact with the recommended action as the Board previously approved Agreement, which allowed the Authority to accept \$2,500,000 router installation/swap services for 4,300 routers.

Executive Director Edson concluded by saying that on behalf of the Authority, the Authority requested the Board to delegate authority to the Executive Director, to approve and execute further amendments to the Agreement provided that any such amendments are approved as to form by Counsel to the Authority.

Alternate Chair Yanagi called for a motion. Board Member David Povero motioned first, seconded by Alternate Board Member Pappas.

Ayes (9): Luke, Pappas, Yanagi, Rifenburg, Capelle, Wiese, Nelson, Povero, and Fronterotta.

MOTION APPROVED.

IX. ADMINISTRATIVE MATTERS – NONE

X. MISCELLANEOUS – NONE

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



XII. CLOSED SESSION REPORT – NONE

XIII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Yanagi stated the next Regular Board Meeting would be held on Thursday, January 4, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

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

EXECUTIVE SUMMARY

JANUARY 4, 2024

LMR UPDATE

Site/Civil

Final System Acceptance was achieved on November 17, 2023.

Fifty-seven (57) sites have commercial power, the two (2) remaining sites pending commercial power, (Burnt Peak [BUR1] and Green Mountain [GRM]) are running on diesel generators as an interim solution. A permanent power solution for GRM is in progress. On October 6, 2023, LA-RICS received a draft Right of Entry (ROE) that did not include the replacement of the existing wood power pole. The scope has changed to include the need for a replacement of the existing power pole which will need to be resolved between LADWP and State Parks. LA-RICS met with both parties on November 15, 2023, and had a productive discussion regarding the next step forward for all parties. City of Los Angeles (City) Department of Water and Power (LADWP) is researching an existing easement to be modified to cover the ongoing use and maintenance of this power run, while LA-RICS will work with LADWP to include their pole replacement scope within the drafted ROE with State Parks. This arrangement will require an additional agreement between LADWP and LARICS mirroring all ROE requirements and defending and indemnifying LA-RICS against any issues caused by LADWP in fulfilling this work. LADWP has reached out to LA-RICS and is planning to hold a call to cover their findings and decisions in the first couple of weeks in January 2024.

With the completion of the project phase including delivery of all hardcopy documentation to LA-RICS, the Project Management (PM) team has delivered twenty-four (24) out of fifty-nine (59) Closeout Book packages to the individual site locations within the shelter. The packages are housed in large bins and delivered alongside a service ladder.

The electronic version of the closeout documentation from Motorola Solutions, Inc. (MSI) to the Authority has been provided in Smartsheet format and will be available at each site by plugging a laptop into a network port.

The BUR1 site continues to operate using a rented diesel generator. Southern California Edison (SCE) report dated October 31, 2023, stated that their proposed solar power plant is planned to be operational by mid-2024. The monthly update from SCE for this past month was cancelled and the next update is set to be provided in January 2024.

The PM team is coordinating work with B&J to develop a set of specifications for the replacement generator (and mobile generator) at MCI. Once these specifications are completed LARICS will begin procurement of the long lead time equipment while development of the engineering drawings is created in parallel.

AGENDA ITEM C

EXECUTIVE SUMMARY

JANUARY 4, 2024

Health Safety and Environment (HSE) Update

There are no recordable safety issues to report on in this period.

Integrated Master Schedule (IMS) Update

The IMS has transitioned to a Shared Calendar that shows all current PM Activities, Software Updates, Site Access Requests, etc. The Shared Calendar has been developed in Smartsheet. It is accessed through the Web. It accepts input from LA-RICS, MSI, County of Los Angeles (County) Internal Services Department (ISD) and any other party that needs to book events on the Shared Calendar through use of input forms that post event addition requests. Requests are formally accepted after review.

Environmental Update

Environmental monitoring will be required at the GRM site due to the ground disturbance that will be caused by trenching needed for installation of the LADWP power infrastructure as well as for weed abatement.

Additional monitoring may be required at sites for various weed abatement work as well as tower removal activities.

The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,751 persons as of May 11, 2023, this was the last training session during the period.

Network Operations / Warranty

Focus of the technical effort is now on monitoring the performance of all active subsystems including Narrowband Mobile Data (NMDN1), Digital Trunked Voice Radio Subsystem (DTVRS), Analog Conventional Voice Radio System (ACVRS), and Los Angeles Regional Tactical Communications System (LARTCS).

County Fire Department (LACoFD) has tested “cutover” to the ACVRS and Narrowband Mobile Data Network Phase 2 (NMDN2) subsystems, however the plan is to move active users to these subsystems Q1 2024. The process for transitioning over users is being managed by the Program Management (PM) Team with regular meetings consisting of County of Los Angeles Fire Department (LACoFD) and Authority staff.

The Team is also focused on reviewing the System training data and videos with the bulk of training videos completed, only the “train the trainer” series remains.

System interference on Channel 16 is still being investigated by the Sheriff’s Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.

LARICS is meeting with the MSI Warranty Services Team on a weekly basis to review and coordinate current and future warranty/service activities. A comprehensive Warranty Services Tracker has been developed to monitor warranty service issues/activities. In

AGENDA ITEM C

EXECUTIVE SUMMARY

JANUARY 4, 2024

addition, a calendar of activities is in development to record activities and site visits for tracking and forecasting.

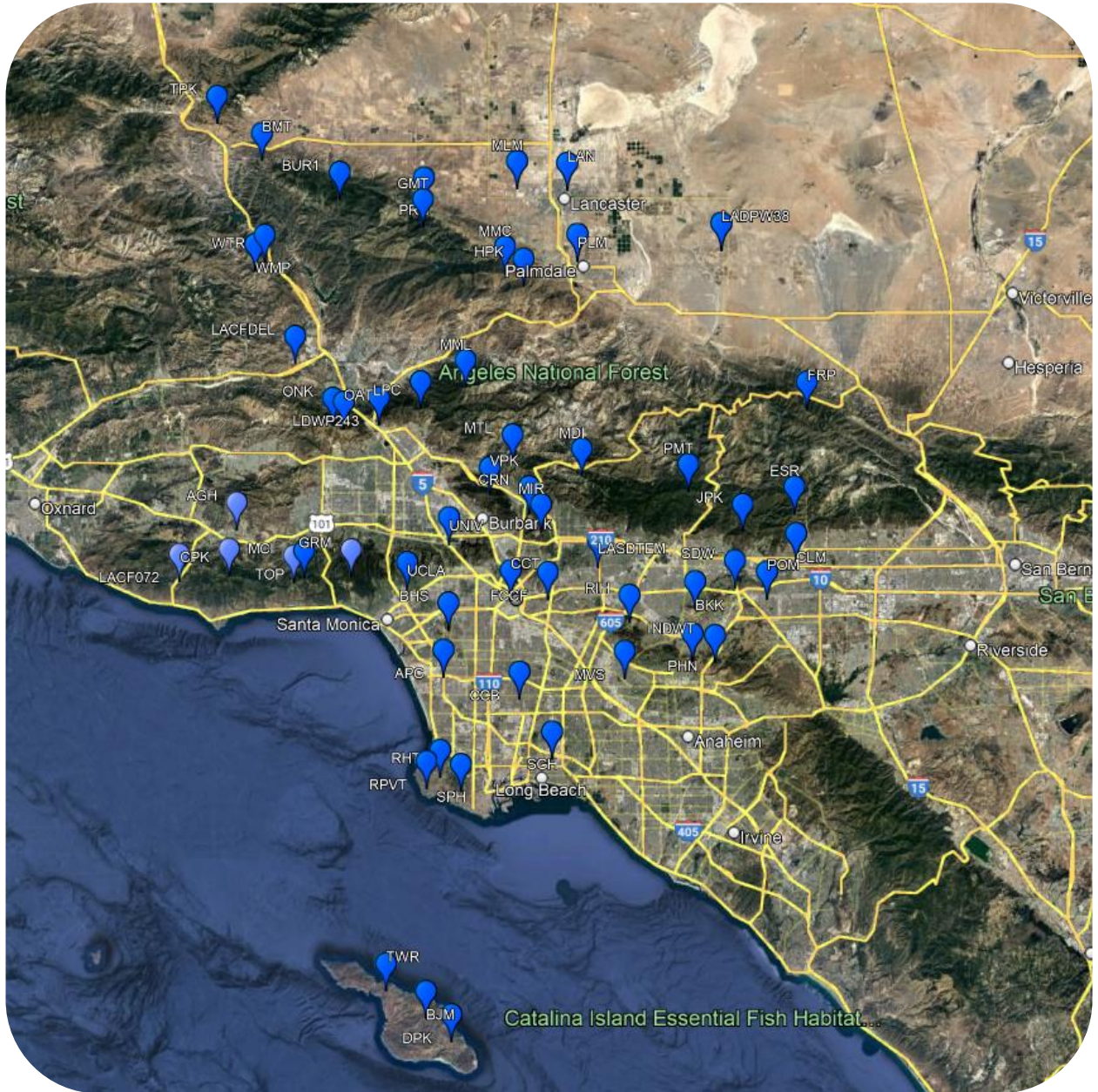
LARICS has applied for and received three (3) Air Quality Management District (AQMD) variances for Magic Mountain Link (MML), Clara Shortridge Foltz Criminal Center (CCT), and Mount Disappointment (MDI). We are tracking usage between 150 hrs. as a watch point and 180 hours as the threshold for submitting for a variance. We've established connections with AQMD staff and communicate regularly about the status of variances and ensuring compliant tracking of generator usage. A Gap Analysis is in development to identify scope and cost to the Network going forward for services not covered by MSI, for example, comprehensive weed abatement to cover the USFS required Defensible Area weed abatement not handled by MSI.

With the close of the year the PM team is calculating the excess emissions fees that will be due for payment by the end of January 2024.

EXECUTIVE SUMMARY

JANUARY 4, 2024

LMR SITES



EXECUTIVE SUMMARY

JANUARY 4, 2024

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced/ Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$35,000,000	\$35,000,000	\$-	12/31/22
UASI 21	\$2,000,000	\$2,000,000	\$2,000,000	\$-	5/31/24
UASI 22	*\$11,688,338	\$8,993,562	\$7,841,448	\$2,694,776	5/31/25
UASI 23	*\$3,311,662	\$-	\$-	\$3,311,662	5/31/26
UASI 24	*\$3,400,000	\$-	\$-	\$3,400,000	5/31/27
SHSP 22	\$3,520,000	\$3,520,000	\$3,520,000	\$0	5/31/25
SHSP 23	\$1,760,000	\$1,027,878	\$838,045	\$732,122	5/31/26
SHSP 24	\$1,120,000	\$-	\$-	\$1,120,000	5/31/27
State Budget Act of 2022 Funds	\$18,600,000	\$-	\$1,931,558	*\$17,247,830	6/30/25
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

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

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

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of September 11, 2001, highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs, and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled, and the current infrastructure utilized wherever practical.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. All sites in both the LMR and LTE augmentation comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

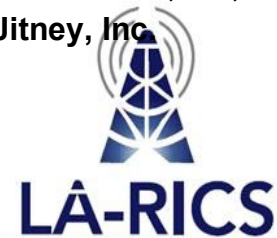
Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc., Brandow &
Johnston

LTE - Motorola Solutions, Inc., David
Evans & Associates, Metrocell, Inc.,
Diversified Communications, Inc, Motive
Energy, Inc. and Jitney, Inc.



Monthly Report No. 140

January 4, 2024

Submitted December 21, 2023

Reporting Period: 11/22/23 – 12/20/23

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AGENDA ITEM D

GENERAL UPDATES

Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
 1. Manage network migration.
 2. Ensure internal LA-RICS operational aspects are in place.
 3. Develop and Implement Policies as determined by the operations contributors.

Special Events

- None

LMR UPDATES

Site/Civil

- Final System Acceptance was achieved on November 17, 2023.
- 57 sites have commercial power, the 2 remaining sites pending commercial power, (BUR1 and GRM) are running on diesel generators as an interim solution. A permanent power solution for GRM is in progress. On October 6, 2023, LA-RICS received a draft Right of Entry (ROE) that did not include the replacement of the existing wood power pole. The scope has changed to include the need for a replacement of the existing power pole which will need to be resolved between LADWP and State Parks. LA-RICS met with both parties on 11/15/23 and had a productive discussion regarding the next step forward for all parties. LADWP is researching an existing easement to be modified to cover the ongoing use and maintenance of this power run, while LA-RICS will work with LADWP to include their pole replacement scope within the drafted ROE with State Parks. This arrangement will require an additional agreement between LADWP and LARICS mirroring all ROE requirements and defending and indemnifying LA-RICS against any issues caused by LADWP in fulfilling this work. LADWP has reached out to LA-RICS and is planning to hold a call to cover their findings and decisions in the first couple of weeks in January 2024.
- With the completion of the project phase including delivery of all hard copy documentation to LA-RICS, the PM team has delivered 24 out of 59 closeout book packages to the individual site locations within the shelter. The packages are housed in large bins and delivered alongside a service ladder.
 - The electronic version of the closeout documentation from MSI to the Authority has been provided in Smartsheet format and will be available at each site by plugging a laptop into a network port.
- The Burnt Peak (BUR1) site continues to operate using a rented diesel generator. SCE report dated October 31, 2023, stated that their proposed solar power plant is planned to be operational by mid-2024. The monthly update from SCE for this past month was cancelled and the next update is set to be provided in January 2024.
- The PM team is coordinating work with B&J to develop a set of specifications for the replacement generator (and mobile generator) at MCI. Once these specifications are completed LARICS will begin procurement of the long lead time equipment while development of the engineering drawings is created in parallel.

HSE Update

- There are no recordable safety issues to report on in this period.

IMS Update

- The IMS has transitioned to a Shared Calendar that shows all current PM Activities, Software Updates, Site Access Requests, etc. The Shared Calendar has been developed in Smartsheet. It is accessed through the Web. It accepts input from LA-RICS, MSI, ISD and any other party that needs to book events on the Shared Calendar through use of input forms that post event addition requests. Requests are formally accepted after review.

Environmental Update

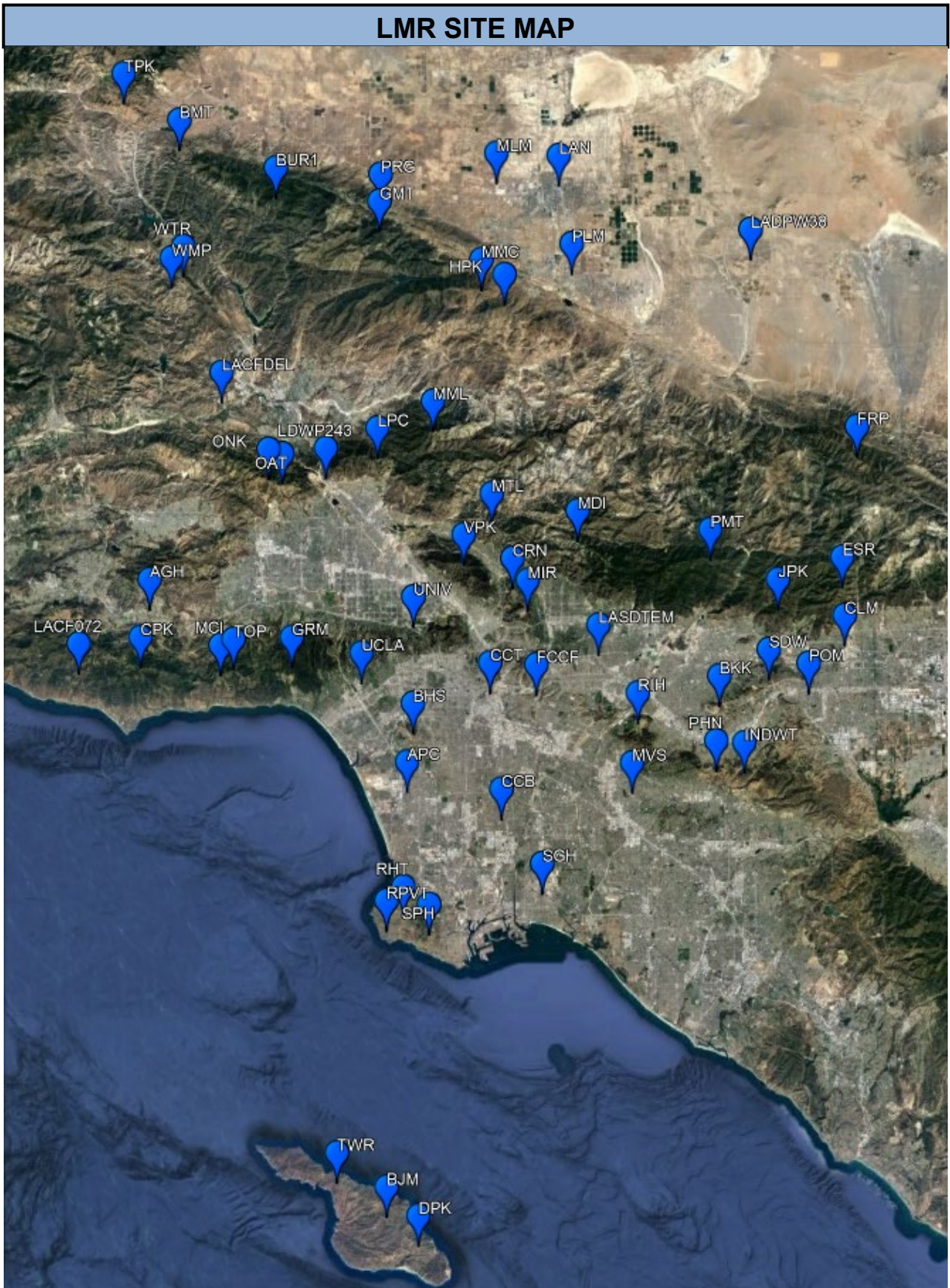
- Environmental monitoring will be required at the GRM site due to the ground disturbance that will be caused by trenching needed for installation of the LADWP power infrastructure as well as for weed abatement.
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- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,751 persons as of May 11, 2023, this was the last training session during the period.

Network Operations / Warranty

- Focus of the technical effort is now on monitoring the performance of all active subsystems including Narrowband Mobile Data (NMDN1), Digital Trunked Voice Radio Subsystem (DTVRS), Analog Conventional Voice Radio System (ACVRS), and Los Angeles Regional Tactical Communications System (LARTCS).
- LACoFD has tested "cutover" to the ACVRS and NMDN Phase 2 subsystems, however the plan is to move active users to these subsystems Q1 2024. The process for transitioning over users is being managed by the Program Management (PM) Team with regular meetings consisting of County of Los Angeles Fire Department (LACoFD) and Authority staff.
- The Team is also focused on reviewing the System training data and videos with the bulk of training videos completed, only the "train the trainer" series remains.
- System interference on Channel 16 is still being investigated by the Sheriff's Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.

- LARICS is meeting with the MSI Warranty Services Team on a weekly basis to review and coordinate current and future warranty/service activities. A comprehensive Warranty Services Tracker has been developed to monitor warranty service issues/activities. In addition, a calendar of activities is in development to record activities and site visits for tracking and forecasting.
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 - With the close of the year the PM team is calculating the excess emissions fees that will be due for payment by the end of January 2024.

The LMR Site Map is shown below.





**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

January 4, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

LMR NETWORK OPERATION STATUS AND ISSUES

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

TP:mbc

AGENDA ITEM G



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

January 4, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
Outreach Claremont Police Department	12/12/23
Inland Interoperability Group meeting	12/14/23
Outreach Palos Verdes Estates Police Department	12/20/23

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

During the month of December 2023, the Authority staff devoted a large amount of time and effort to the ongoing and future staffing needs for the LA-RICS system. These efforts included meetings, duty statement planning and even some interviews. As a part of this effort, I am pleased to announce that Sergeant Alvaro Sierra of the County of Los Angeles (County) Sheriff's Department (LASD) will be joining the LA-RICS team this month. Sergeant Sierra will provide additional supervision and support to our ongoing interoperability and outreach efforts.

We are continuing to assist with the regional interoperability working group however our December meeting was pushed to January due to holiday schedules. We have made good progress regarding interoperability with our partners at Interagency Communications Interoperability (ICI). Our Memorandum of Understanding (MOU) with the ICI system regarding shared or visiting ID's was signed on December 12, 2023. We are continuing to

AGENDA ITEM H

collect interoperability requests via the forms that were sent out last month. At this point we have nine agencies requesting interoperability with LASD. Out of the nine (9) agencies, six (6) have indicated that they have programed the regional interoperability Talkgroups. We will continue to work with our partners to further this effort.

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

Authority staff conducted additional outreach to the City of Claremont, we are pleased to announce that as of December 12, 2023, they have signed an Early Onboarding agreement with LA-RICS. We conducted additional planning and outreach to UCLA and the UCLA Police Department as they work toward moving to our system. We will continue to work with both agencies as they plan for migration to the Digital Trunked Voice Radio System (DTVRS) subsystem. We also conducted outreach to Palos Verdes Estates Police Department. They are evaluating their communications needs and the possibility of using LA-RICS. Authority staff will work closely with these agencies to ensure their needs are met.

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

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

RJW:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

January 4, 2024

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

Dear Directors:

APPROVE AMENDMENT NO. 119 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 119 to Agreement No. LA-RICS 007 (Agreement) to incorporate two (2) Change Orders to Motorola Solutions, Inc. (MSI) for work related to Heating, Ventilation, and Air Conditioning (HVAC) restoration at the Mount McDill (MMC) site and in connection with a cost related to site access for fire suppression system work at the Compton Court Building (CCB) site, as further described in this Board Letter for a cost increase in the amount of \$30,216.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that (a) approval of Amendment No. 119 for inclusion of a Change Order Modification at MMC site related to HVAC restoration work is within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Find that (a) approval of Amendment No. 119 for inclusion of a Change Order Modification at CCB site in connection with a cost related to site access for fire

AGENDA ITEM I

suppression system work is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

3. Approve Amendment No. 119 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order for HVAC restoration work at the MMC site in the amount of \$29,316.
 - b. Incorporate one (1) Change Order in connection with costs related to fire suppression system work at the CCB site for a cost increase in the amount of \$900.
4. Authorize an increase to the Maximum Contract Sum in an amount of \$30,216 from \$217,069,534 to \$217,099,750 when taking the recommended action into consideration.
5. Delegate authority to the Executive Director to execute Amendment No. 119, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

BACKGROUND

As the Authority reached final system acceptance of the LMR System and entered into the Warranty Period and certain operations management, it is necessary to monitor and address certain issues that may arise during this transition period. As part of these tasks, approval of a Change Order at the MMC site is necessary for the repair and replacement of certain components related to the operation needs of the HVAC system due to damage that occurred from inclement weather conditions, in particular heavy snowfall. These costs have been submitted to insurance, to determine if it can be covered by the Authority's policies, and if it is not, then this Change Order via the amendment is needed. It is necessary to incorporate this Change Order at to perform the requisite repair and replacement work to ensure the HVAC infrastructure is restored to meet operational needs.

Also, included in Amendment No. 119 is a Change Order in connection with costs incurred by the Contractor for standby time to perform scheduled fire suppression work at the CCB site as the Contractor was not granted access to the site. Fire suppression system work was scheduled at the CCB site on November 21, 2023, however, the work was not conducted as access to the site was not granted by the Court. MSI was billed for the fire suppression technical specialist time while standing by at the site. Approval of the Change Order is necessary to compensate MSI.

Before your Board for consideration is Amendment No. 119, which if approved by your Board, will authorized MSI to perform such Change Order work at the MMC site and will compensate MSI for the costs incurred at the CCB site.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 119 which will incorporate two (2) Change Orders in connection with certain HVAC restoration work at the MMC site and, separately, in connection with a costs incurred related to fire suppression system work at the CCB site resulting in an increase to the Maximum Contract Sum in the total contract amount of \$30,216.

The Change Orders are necessary as it will allow MSI to perform the requisite HVAC work at the MMC site and will compensate MSI for the costs incurred at the CCB site.

The Change Orders have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to the Change Order.

Further, the Change Order was presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire Department. Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

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

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the project at the MMC site contemplated in Amendment No. 119 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to this site is within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for this site that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon the Board's approval of the recommended actions for Amendment No. 119, the Authority will file a Notice of Determination (NOD) for the MMC site with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 119 will result in an increase to the Maximum Contract Sum in the amount of \$30,216 from \$217,069,534 to \$217,099,750. If approved by your Board, and if not covered by insurance, the work contained in Amendment No. 119 will be funded by the Urban Areas Security Initiative (UASI) 2022 grant and/or by California State Budget Act funds of 2022.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

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

RECITALS

This Amendment Number One Hundred Nineteen (together with all exhibits, attachments, and schedules hereto, "Amendment No. 119") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of January _____ 2024, based on the following recitals:

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

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 100.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred One – Unilateral Amendment No. 29, issued on June 29, 2022 to (a) incorporate an LMR Change Order for access road maintenance work at the Pine Mountain (PMT) site for a cost increase in the amount of \$4,887; (b) increase the Maximum Contract Sum by \$4,887 from \$215,373,672 to \$215,378,559; and (c) make other certain changes as set forth in Unilateral Amendment No. 29.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Two, effective July 11, 2022, to (a) extend certain Bridge Warranty services, in particular, Security Update Services (SUS) and Remote Security Update Services (RSUS) until December 31, 2022, as further described in Amendment No. 102 for a cost increase in the amount of \$28,587; (b) increase the Maximum Contract Sum by \$28,587 from \$215,378,559 to \$215,407,146; and (c) make other certain changes as set forth in Amendment No. 102.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Three, effective August 15, 2022, to (a) reflect a reduction in the cost for ACVRS TRO5 Subsystem Addition work at the Signal Hill (SGH) site and the San Pedro Hill (SPH) site in the amount of \$189,259; (b) reflect a reduction in the scope and cost related to existing tower removal work at the Mirador (MIR) site in the amount of \$10,136; (c) decrease the Maximum Contract Sum by \$199,395 from \$215,407,146 to \$215,207,751; and (d) make other certain changes as set forth in Amendment No. 103.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Four, effective November 14, 2022, to (a) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), corresponding Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and

Common Platform Subsystem to bridge the gap in warranty services for a period of twelve (12) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$1,067,684; (b) increase the Maximum Contract Sum by \$1,067,684 from \$215,207,751 to \$216,275,435; and (c) make other certain changes as set forth in Amendment No. 104.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Five – Unilateral Amendment No. 30, issued on November 16, 2022, to (a) reconcile Exhibit C.2 (Phase 1 – System Design) to reflect a cost decrease in an amount of \$122,264; (b) reconcile Exhibit C.17 (LMR Change Order Modifications) to reflect a cost decrease in an amount of \$120,647; (c) reconcile Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation) to reflect a cost decrease in the amount of \$115,920; (d) reflect a cost neutral transfer of discounts from Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C.15 (LMR System Discounts) in the amount of \$361,900; (e) reflect a cost neutral transfer of a discount from Exhibit C.17 (LMR Change Order Modifications) to Exhibit C.3 (Phase 2 – Site Construction and Site Modification) in the amount of \$121,819; (f) reflect an adjustment to holdback in the amount of \$64,774; (g) decrease the Maximum Contract Sum by \$358,830 from \$216,275,434 to \$215,916,604; and; and (h) make other certain changes as set forth in Unilateral Amendment No. 30.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Six, effective November 29, 2022, to (a) incorporate an LMR Change Order for DTVRS Antenna Changes to Mitigate UHF DTV Channel 15 at the Tejon Peak (TPK) site for a cost increase in the amount of \$42,546; (b) increase the Maximum Contract Sum by \$42,546 from \$215,916,604 to \$215,959,150; and (c) make other certain changes as set forth in Amendment No. 106.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Seven – Unilateral Amendment No. 31, issued on December 1, 2022, to (a) incorporate an LMR Change Order for tower foundation rock excavation work at the Mount Lukens 2 (MTL2) site for a cost increase in the amount of \$57,675; (b) increase the Maximum Contract Sum by \$57,675 from \$215,959,150 to \$216,016,825; and (c) make other certain changes as set forth in Unilateral Amendment No. 31.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eight, effective December 6, 2022, to (a) incorporate a Change Order for costs related to temporary outage of the roll-up generator located at the Burnt Peak 1 (BUR1) site for a cost increase in the amount of \$3,263; (b) increase the Maximum Contract Sum by \$3,263 from \$216,016,825 to \$216,020,088; and (c) make other certain changes as set forth in Amendment No. 108.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Nine, effective January 10, 2023, to (a) adopt a new Project Schedule; (b) incorporate costs related to Phase 1 permit work at the Topanga Relay (TOP Relay) site for a cost increase in the amount of \$2,379; (c) increase the Maximum Contract Sum by

\$2,379 from \$216,020,088 to \$216,022,467; and (d) make other certain changes as set forth in Amendment No. 109.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Ten, effective February 2, 2023, to (a) incorporate two (2) LMR Change Orders as further described in Amendment No. 110 for a cost increase in the amount of \$6,600; (b) increase the Maximum Contract Sum by \$6,600 from \$216,022,467 to \$216,029,067; and (c) make other certain changes as set forth in Amendment No. 110.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eleven, effective March 8, 2023, to (a) incorporate two (2) LMR Change Orders as further described in Amendment No. 111 for a net cost increase in the amount of \$5,361; (b) increase the Maximum Contract Sum by \$5,361 from \$216,029,067 to \$216,034,427; and (c) make other certain changes as set forth in Amendment No. 111.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Twelve, effective April 10, 2023, to (a) incorporate two (2) LMR Change Orders as further described in this Amendment No. 112 for a cost increase in the amount of \$17,299; (b) increase the Maximum Contract Sum by \$17,299 from \$216,034,427 to \$216,051,726; and (c) make other certain changes as set forth in Amendment No. 112.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Thirteen – Unilateral Amendment No. 32, issued on May 1, 2023, to (a) include a Bridge Warranty for the Digital Trunked Voice Radio Subsystem (DTVRS) Subsystem, the corresponding Backhaul Subsystem necessary for use of the DTVRS Subsystem, the CORE and DSR Systems, as well as Station B and Site on Wheels to bridge the gap in warranty services for a period of approximately seven (7) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$789,587; (b) increase the Maximum Contract Sum by \$789,587 from \$216,051,726 to \$216,841,313; and (c) make other certain changes as set forth in Unilateral Amendment No. 32.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Fourteen, issued on June 7, 2023, to (a) incorporate one (1) LMR Change Order required for the Fire Suppression System work located at the Universal Studios (UNIV) site as further described in this Amendment No. 114 for a cost increase in the amount of \$22,704; (b) increase the Maximum Contract Sum by \$22,704; from \$216,841,313 to \$216,864,017; and (c) make other certain changes as set forth in Amendment No. 114.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Fifteen, issued on August 16, 2023, to (a) incorporate one (1) LMR Change Order required for the additional Fire Suppression System work located at the Universal Studios (UNIV) site as further described in this Amendment No. 115 for a cost increase in the amount of \$11,308; (b) increase the Maximum Contract Sum by \$11,308 from \$216,864,017 to \$216,875,325; and (c) make other certain changes as set forth in Amendment No. 115.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Sixteen, effective August 24, 2023, to (a) incorporate one (1) LMR Change Order required for overtime work at the Universal Studios (UNIV) site as further described in Amendment No. 116 for an amount not-to-exceed \$20,000; (b) increase the Maximum Contract Sum for an amount not-to-exceed \$20,000 from \$216,875,325 to \$216,895,325; and (c) make other certain changes as set forth in Amendment No. 116.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Seventeen – Unilateral Amendment No. 33, issued on October 18, 2023, to (a) include a Bridge Warranty for the Analog Conventional Voice Radio Subsystem (ACVRS) and Los Angeles Regional Tactical Communications Subsystem (LARTCS) to bridge the gap in warranty services for a period of five (5) weeks, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$174,209; (b) increase the Maximum Contract Sum by \$174,209 from \$216,895,325 to \$217,069,534; and (c) make other certain changes as set forth in Unilateral Amendment No. 33.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eighteen, effective November 08, 2023, to (a) grant Contractor's request for a time extension of the Final LMR System Acceptance date to November 17, 2023; (b) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 2) on a gratis basis through November 17, 2023, the Final LMR System Acceptance date; and (c) make other certain changes as set forth in Amendment No. 118.

Whereas, the Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate one (1) LMR Change Order for HVAC Restoration work at the Mount McDill (MMC) site as further described in Amendment No. 119 for a cost increase in the amount of \$29,316; (b) incorporate one (1) LMR Change Order in connection with costs related to fire suppression system work at the Compton Court Building (CCB) site for a cost increase in the amount of \$900; (c) increase the Maximum Contract Sum by \$30,216 from \$217,069,534 to \$217,099,750; and (d) make other certain changes as set forth in Amendment No. 119.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 119, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 119 refer to sections of the Agreement, as amended by this Amendment No. 119.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-5117, required repair and replacement of certain components related to the operational needs

of the HVAC system due to damage from weather conditions located at the MMC site. Additionally, the parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. 5148 related to Fire Suppression Work, in particular, in connection with a cost incurred due site access being denied by the court at the Compton Court Building (CCB) site for scheduled fire suppression Work. Both CORs are included herein by this reference, pursuant to Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 2 of this Amendment No. 119, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

Item No.	Site ID	Site Name	COR No.	Description	Amount
(AMENDMENT NO. 119)					
1.	MMC	Mount McDill	COR-062 MSI-5117	HVAC Restoration Work	\$29,316
2.	CCB	Compton Court Building	COR-063 MSI-5148	Site Access Costs in connection with Fire Suppression Work	\$900
TOTAL AMOUNT OF AMENDMENT NO. 119 :					\$30,216

3. Amendments to the Agreement.

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

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Seventeen Million, Ninety-Nine Thousand, Seven Hundred Fifty Dollars (\$217,099,750) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

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

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Sixty-One Million, Four Hundred Forty-Six Thousand, Nine Hundred Seventy-Two Dollars (\$161,446,972). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 119 and incorporated herein by this reference.
 - 4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 119 and incorporated herein by this reference.
 - 4.3 Exhibit F (Administration of Agreement) is deleted in its entirety and replaced with Exhibit F (Administration of Agreement) to reflect staffing updates, which is attached to this Amendment No. 119 and incorporated herein by this reference.
5. This Amendment No. 119 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 119;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 119 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 119;
 - 5.4 The Executive Director of the Authority has executed this Amendment No. 119.
 6. Except as expressly provided in this Amendment No. 119, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
 7. Contractor and the person executing this Amendment No. 119 on behalf of Contractor represent and warrant that the person executing this Amendment No. 119 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 119, and that all requirements of Contractor to provide such actual authority have been fulfilled.
 8. This Amendment No. 119 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 119 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Jonathan Jackson
System Manager

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

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,005	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 162,163,725	\$ 13,505,169	\$ 148,658,553
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 162,163,725	\$ 13,505,169	\$ 204,557,072
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,664,433	\$ 358,021	\$ 3,306,413
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
SUBTOTAL	\$ 130,552,956	\$ 177,099,991	\$ 21,693,937	\$ 285,959,007
TOTAL CONTRACT SUM:	\$177,099,991			
LMR Discounts ^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$217,099,750			

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

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

SCHEDULE OF PAYMENTS
EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

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

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

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

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

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 108					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
Amendment No. 108 Subtotal			\$ 3,263	\$ 326	\$ 2,937
Amendment No. 109					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
Amendment No. 109 Subtotal			\$ 2,379	\$ 238	\$ 2,141
Amendment No. 110					
MSI-7115	CPK-RPVT DPK-RPVT SGH-TWR	Replacement of Three (3) Microwave Links	\$ -	\$ -	\$ -
MSI-7116	SCC	LASD NICE Logging Recorder	\$ 6,600	\$ 660	\$ 5,940
Amendment No. 110 Subtotal			\$ 6,600	\$ 660	\$ 5,940
Amendment No. 111					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
Amendment No. 111 Subtotal			\$ 6,904	\$ 690	\$ 6,214
Amendment No. 112					
MSI-7119	BUR1	BUR1 Roll-up Generator Outage Work	\$ 11,574	\$ 1,157	\$ 10,417
MSI-7120	GRM	GRM Roll-up Generator Outage Work	\$ 5,725	\$ 573	\$ 5,153
Amendment No. 112 Subtotal			\$ 17,299	\$ 1,730	\$ 15,569
Amendment No. 119					
MSI-5117	MMC	MMC HVAC Restoration Work	\$ 29,316	\$ -	\$ 29,316
MSI-5148	CCB	CCB Court Denied Access to FPS Fire Suppression	\$ 900	\$ -	\$ 900
Amendment No. 119 Subtotal			\$ 30,216	\$ -	\$ 30,216
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 3,664,433	\$ 358,021	\$ 3,306,413

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

ADMINISTRATION OF AGREEMENT**1. Authority Key Personnel****1.1 Authority Project Director**

Scott Edson
LA-RICS Executive Director
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Telephone No.: (323) 881-8281
Email: Scott.Edson@la-rics.org

Authority Project Director Designees:

Ronald Watson
LA-RICS Deputy Executive Director
2525 Corporate Place, Suite 100
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Email: Ronald.Watson@la-rics.org

1.2 Authority Project Manager

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LA-RICS Program Manager
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
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Authority Project Manager Designee:

Riad El Masri
LA-RICS Project Manager
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Telephone No.: (323) 881-8183
Email: Riad.ElMasri@jacobs.com

2. Contractor Key Personnel**2.1 Service Delivery Manager**

Jonathan Jackson
Motorola Service Delivery Manager

10680 Treena Street, Suite 200
San Diego, California 92131
Telephone No.: (949) 689-4078
Email: jonathan.jackson1@motorolasolutions.com

2.2 Contractor Project Manager – Not applicable

2.3 Contractor Site Work Design Manager – Not applicable

2.4 Contractor Security Designees – Not applicable

2.5 Authorized Agents

Scott Lees
MSSSI Vice President, Sales
10680 Treena Street, Suite 200
San Diego, California 92131
Telephone No: (714) 553-9003
Email: scott.lees@motorolasolutions.com

Authority Limit: An Amendment that does not increase the Maximum Contract Sum by more than \$10,000,000.

2.6 Contractor's Office

Local Office:

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San Diego, California 92131
Telephone No.: (949) 689-4078
Email: jonathan.jackson1@motorolasolutions.com

Headquarter Office:

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Chicago, IL 60661
Telephone No.: (949) 689-4078
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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

January 4, 2024

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

Dear Directors:

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

SUBJECT

Board approval is requested to authorize the Executive Director to finalize and execute LA-RICS User Agreements (User Agreements) with Users who desire to utilize the LMR System. Users can either be subscribers who will pay a Monthly Fee to utilize the LMR System for their primary radio communications ("Subscriber(s)") or affiliates who desire to utilize the LMR System only for mutual or automatic aid ("Affiliate(s)"). For Subscribers who use the LMR System for their primary radio communications, they will pay a Monthly Fee of \$20 per piece of equipment that has transmitting capability with the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively "Radios"). The Authority will defer collecting the Monthly Fee until July 1, 2024. Subscribers will also be required, as a condition of the User Agreement, to also join the Authority's Joint Powers Authority (JPA). For Affiliates who use the LMR System for mutual or automatic aid only, such use will be at no cost. The User Agreement, which is substantially similar in form to the enclosed, sets forth the terms and conditions for use of the LMR System from both a Subscriber and Affiliate perspective.

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate authority to the Executive Director to finalize and execute User Agreements with those Users who desire to utilize the LMR System for their primary radio communications as Subscribers for a Monthly Fee of \$20 per piece of equipment that has transmitting capability with the LMR System, which can

AGENDA ITEM J

include radios, consoles, consolettes, modems, and other equipment (collectively Radios), such Users will be deemed Subscribers. For those Users who are Affiliates and desire to utilize the LMR System for mutual or automatic aid only, there will be no cost.

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

BACKGROUND

As your Board is aware, on November 17, 2023, Final LMR System Acceptance was achieved and on November 30, 2023, a Ribbon Cutting Ceremony was held to celebrate the momentous occasion.

In light of the LMR System achieving Final LMR System Acceptance and entering into the final yearlong no-cost Warranty Period, it is necessary for the Authority to begin entering into User Agreements with Users who desire to utilize the LMR System for their primary radio communications or for mutual and automatic aide purposes. For those Users who are Subscribers, they will pay a Monthly Fee of \$20 per piece of equipment that has transmitting capability with the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively "Radios"). Authority staff is recommending that the Authority defer collecting the Monthly Fee until July 1, 2024, to allow agencies to align this new service charge with their upcoming budgets as well as allow time for agencies to become members of the JPA. Users who are Affiliates and desire to utilize the LMR System for mutual or automatic aid only, will be able to do so at no cost.

Before your Board for consideration is the User Agreement which sets forth the terms and conditions for use of the LMR System from both a Subscriber and Affiliate perspective. A few key terms and conditions include the following, but are not limited to:

- Subscribers who wish to use the LMR System as its primary radio communications system must join the Authority's JPA as a contractual condition of being able to use the LMR System. This will help to ensure that those agencies who are using the LMR System as their primary radio communications system is involved in the governance of the JPA.
- Authority Responsibilities as it pertains to both Subscriber and Affiliates.
- User Responsibilities for use of the LMR System from both a Subscriber and Affiliate perspective.

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

Should your Board approve the Executive Director to finalize and execute User Agreements, similar in form to the enclosed, it will allow the Authority to commence engaging agencies interested in using the LMR System as either a Subscriber or Affiliate and execute User Agreements accordingly.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to delegate authority to the Executive Director to finalize and execute User Agreements with Subscribers who desire to utilize the LMR System for their primary radio communications for a Monthly Fee of \$20 per piece of equipment that has transmitting capability with the LMR System, which can include radios, consoles, consolettes, modems, and other equipment (collectively Radios). Additionally, Affiliates who desire to utilize the LMR System for mutual or automatic aid only will be allowed to use the LMR System at no cost.

FISCAL IMPACT/FINANCING

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson".

SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority



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

**USER AGREEMENT
FOR
SUBSCRIBERS AND AFFILIATES**

AGREEMENT NO.: LA-RICS-USER-(S)(A)XX

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EXHIBITS

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

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

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

RECITALS

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

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

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

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

WHEREAS, Authority is also responsible for ensuring that Federal Communications
Commission (FCC) licensing is maintained for all equipment operating on the LMR
System frequencies.

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

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

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

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

AGREEMENT

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

1. AUTHORITY RESPONSIBILITIES

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

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

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

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

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

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

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

2. USER RESPONSIBILITIES

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

User is a Subscriber and hereby agrees:

- 2.1. User acknowledges that it has or will join the Authority's joint powers authority (JPA) as a member, in order to be able to be a Subscriber to the LMR System. User acknowledges that no access to the LMR System will be provided until it has joined the Authority's JPA.
- 2.2. To pay Authority all fees for the LMR System services in the agreed upon timeframe defined in Section 3 (Billing) of this Agreement.
- 2.3. To keep Authority apprised as to the number of Subscriber radios utilizing the LMR System. Activated radios not removed from the LMR System by Subscriber shall continue to be charged to Subscriber at the agreed upon service rate.
 - 2.3.1. Subscriber shall notify Authority within fifteen (15) days if there is a change to the number of Subscriber radios set forth in Exhibit C (LMR System Rate Schedule) as referenced in Section 1.4 of this Agreement.
- 2.4. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:
<https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47>
 - 2.4.1. Subscriber shall be responsible for the installation, maintenance, repairs, and software upgrades required of Subscriber-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios. If a Subscriber does not have the resources for installing, maintaining, or repairing the Subscriber-owned equipment, then Subscriber may enter into a separate agreement for required services with Authority.
 - 2.4.2. Subscriber is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for

Subscriber's fixed equipment operating on the LMR System frequencies.

- 2.5. Subscriber enters into this Agreement with the understanding and acknowledgement that Subscriber is responsible for training and educating its users regarding the proper use of radios on the LMR System.
 - 2.5.1. Subscriber enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Subscriber understands and acknowledges that recording of the Subscriber's radio audio for Subscriber's use is the responsibility of the Subscriber. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.
 - 2.5.2. Subscriber must provide copies of Subscriber's radio codeplugs for Authority to reference for troubleshooting purposes. Updated codeplugs shall be submitted to Authority prior to distribution of Subscriber's radios.
 - 2.5.3. It is Subscriber's responsibility to provide written notice to Authority Designated Administrator and/or its Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen radios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.
 - 2.5.4. It is the responsibility of Subscriber to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Subscriber's operations.
- 2.6. Subscriber enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Subscriber will need and use Authority approved and compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz trunked operation, Subscriber's subscriber equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.7. Not to lease, loan, give or provide in any form Subscriber-owned equipment (i.e. radios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party agencies for their use on the LMR System without prior approval from Authority.
- 2.8. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate

the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.

- 2.9. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. Subscriber is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.10. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.11. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Subscriber of all such policies.

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

User is an Affiliate and hereby agrees:

- 2.1. To register all of Affiliates radios that may be used on the LMR System for emergency and mutual aid purposes on Exhibit C (Affiliate Radio Equipment). Affiliate shall keep Authority apprised as to the number of Affiliate radios utilizing the LMR System.
 - 2.1.1. Affiliate shall notify Authority within fifteen (15) days if there is a change to the Affiliate radios set forth in Exhibit C (Affiliate Radio Equipment).
- 2.2. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:
<https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47>
 - 2.2.1. Affiliate shall be responsible for the installation, maintenance, repairs, and software upgrades required of Affiliate-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios.
 - 2.2.2. Affiliate is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Affiliate's fixed equipment operating on the LMR System frequencies.

- 2.3. Affiliate enters into this Agreement with the understanding and acknowledgement that Affiliate is responsible for training and educating its users regarding the proper use of radios on the LMR System.
 - 2.3.1. Affiliate enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Affiliate understands and acknowledges that recording of the Affiliate's radio audio for Affiliate's use is the responsibility of the Affiliate. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.
 - 2.3.2. Affiliate must provide copies of Affiliate's radio codeplugs for Authority to reference for troubleshooting purposes, as needed.
 - 2.3.3. It is Affiliate's responsibility to provide written notice to Authority Designated Administrator and/or its Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen radios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.
 - 2.3.4. It is the responsibility of Affiliate to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Affiliate's operations.
- 2.4. Affiliate enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Affiliate will need and use Authority approved and compatible Project 25 (P25) Affiliate equipment. In addition, for 700 MHz trunked operation, Affiliate's Affiliate equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.5. Not to lease, loan, give or provide in any form Affiliate-owned equipment (i.e. radios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party agencies for their use on the LMR System without prior approval from Authority.
- 2.6. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.
- 2.7. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. Affiliate is responsible for the

appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.

- 2.8. Affiliate enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.9. Affiliate enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Affiliate of all such policies.

3. BILLING [APPLICABLE TO SUBSCRIBER USERS ONLY]

- 3.1. If User is a Subscriber, Subscriber agrees to pay Authority monthly on the Commencement Date of this Agreement for the use of the LMR System ("**Monthly Fee(s)**"). The actual amount of Monthly Fees will be determined by the number of active Radios and/or radio equipment registered on the LMR System in accordance with Section 1.4 and Exhibit C (LMR System Rate Schedule) of this Agreement.
- 3.2. Payment of Monthly Fees for Subscribers using the LMR System will be electronically transferred from Subscriber to Authority. The Subscriber is required to complete Section 2 of Exhibit D (County of Los Angeles Treasurer and Tax Collector Authorization for Automated Clearing House (ACH) Credits Form) and share a copy of the confirmation letter from Treasurer and Tax Collector (TTC) for account establishment prior to Commencement Date of this Agreement.
- 3.3. Subscriber will be billed monthly in arrears. Subscriber shall schedule the payment of invoices to Authority no later than 15 days after receipt of said invoice. If errors are found in the invoice or Subscriber disputes the invoice charges or services rendered, Subscriber shall immediately notify Authority in writing. Partial payment of an invoice without Authority's approval is prohibited. Subscriber's failure to make timely payments in compliance with this section may result in action as defined in Section 4 (Right to Suspend and/or Revoke Use of LMR System).
- 3.4. It is Subscriber's responsibility to inform Authority of any changes in service, radio counts, etc. in accordance with Section 2.2 of this Agreement.

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

- 4.1. If User is a Subscriber, Authority reserves the right to suspend and/or

revoke Subscriber's ability to add/remove equipment, modify existing service or add a new service should Subscriber fail to make timely payment to Authority for the services rendered. If Subscriber fails to make any payment or fails to perform as required by any other provision hereunder, Subscriber will be notified in writing of the violation. Subscriber must correct the violation within 30 days of notice, or Authority may suspend and/or revoke Subscriber's service.

- 4.2. Notwithstanding the above, regardless of whether User is a Subscriber or Affiliate, Authority shall have the right to immediately suspend and/or revoke User's ability to use the LMR System, add/remove Radios, modify existing service or add a new service at any time if User fails to use the LMR System in accordance with rules and regulations of the FCC or if User fails to use the LMR System in accordance with applicable laws and regulations, including the terms of this Agreement, Authority policies or attachments thereto.

5. RADIO PROGRAMMING

- 5.1. All User's radios shall be programmed for use on the LMR System in accordance with **Section 2.4 (For Subscriber Users)/Section 2.2 (For Affiliate Users)** of this Agreement.

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

6. COVERAGE

- 6.1. The LMR System operates in multiple frequency spectrum utilizing Project 25 Phase I and II, and conventional analog technology to provide portable-on-the-hip outdoor radio coverage throughout the County of Los Angeles as depicted in coverage maps. User understands and agrees that 100 percent coverage of any area at all times is unrealistic and improbable. Testing and experience with actual field conditions indicate adverse propagation conditions can occur from both natural and man-made conditions. User understands and agrees that such events are beyond the reasonable control of Authority.
- 6.2. User further understands and agrees that Authority is not providing a warranty of coverage for the LMR System.

7. TALKGROUP PRIORITY [APPLICABLE TO SUBSCRIBER USERS ONLY]

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

7.1. Priority One – Emergency

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

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

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

7.3. Priority Three – Extraordinary/Temporary

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

7.4. Priority Four – Medical Priority

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

7.5. Priority Five – Non-Mission Critical

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

7.6. Additional Priority Levels As Needed – Unassigned

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

8. WARRANTIES

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

9. AGREEMENT TERM – AUTOMATIC RENEWAL

9.1. The term of this Agreement shall be for one year or for the portion of the year commencing on the Effective Date of this Agreement and shall automatically renew on July 1st each year thereafter. This Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods.

9.2. Either party may terminate this Agreement at any time by giving to the other party written notice at least ninety (90) days prior to the desired termination date.

9.3. If User is a Subscriber, the rates, charges, and fees due and payable by Subscriber for any annual extension shall be the same as those during the preceding term unless Authority notifies Subscriber of any changes in the rates, charges, or fees. If, after such notification, Subscriber does not terminate this Agreement and allows it to automatically renew, charges for the next term shall be at the new rates, charges, and fees set out by Authority in its notification prior to the automatic renewal date.

10. INTERRUPTION OF SERVICE

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

11. DESIGNATED ADMINISTRATORS

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

- User Designated Administrator:

Agency Name
Administrator Name

Address
Email
Phone number

- User Designated Administrator Designee:

Agency Name
Administrator Designee Name
Address
Email
Phone number

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

- Authority Designated Administrator:

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

- Authority Designated Administrator Designee:

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

- LMR System Manager

LMR System Manager Name
Address
Email
Phone number

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

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

12. NOTICES

12.1. Notices desired or required to be given pursuant to this Agreement or by any law shall be provided in the manner pursuant to this Section 12 (Notices), which may be updated from time to time.

12.2. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this Agreement shall be in writing, unless otherwise specified in Exhibit E (Notification Contact List). Notice will be sufficiently given for all purposes as follows:

- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
- b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

12.3. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

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

13. DISCLAIMERS

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

14. INDEPENDENT STATUS

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER

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

Agreement or stopping either Party from enforcing the full provisions thereof.

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

18. INTERPRETATION

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

19. GOVERNING LAW, JURISDICTION, AND VENUE

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

20. SEVERABILITY

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

21. FACSIMILE REPRESENTATIONS

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

22. AMENDMENTS

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

23. ENTIRE AGREEMENT

This Agreement, Exhibit A (LA-RICS Radio Use Protocols), **Exhibit B (Talkgroup Details) – Applicable to Subscriber Users only**, **Exhibit C (LMR System Rate Schedule) – Applicable to Subscriber Users only**, **Exhibit C (Affiliate Radio Equipment) – Applicable to Affiliate Users only**, **Exhibit D (Los Angeles County Treasurer and Tax Collector Authorization for Automated Clearing House (ACH) Credits Form) – Applicable to Subscriber Users Only**, Exhibit E (Notification Contact List), and any executed Amendments, between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both User and Authority.

(Signature Page – following page)

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

**LOS ANGELES
REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY**

USER

Name and Title

Name and Title

Signature

Date

Signature

Date

LA-RICS RADIO USE PROTOCOLS

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

1. GENERAL USE PROTOCOLS

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

2. SERVICE IMPACT OUTAGE NOTIFICATIONS

2.1 Purpose or Objective

Establishes the notification procedure prior to system upgrades.

2.2 Protocol/Standard

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

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

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

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

2.3 Recommended Procedure

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

3. AUDIO LOGGING RECORDERS

3.1 Purpose or Objective

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

3.2 Technical Background

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

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

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

3.3 Protocol/Standard

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

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

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

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

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

3.4 **Procedure**

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

3.5 **Management**

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

TALKGROUP DETAILS

APPLICABLE TO SUBSCRIBER USERS ONLY

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

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

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

LMR SYSTEM RATE SCHEDULE
APPLICABLE TO SUBSCRIBER USERS ONLY

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

APPLICABLE TO SUBSCRIBER USERS ONLY



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

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

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

SECTION 2 (TO BE COMPLETED BY VENDOR/COMPANY)

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

NOTIFICATION CONTACT LIST

1. LMR SYSTEM HELP DESK

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

Phone No.: (323) 881-8260

Email: larics.incidents@la-rics.org

2. SERVICE AND EMERGENCY NOTIFICATIONS

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

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