



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

JOINT OPERATIONS & TECHNICAL COMMITTEE MEETING

Tuesday, May 22, 2018 • 1:30 p.m.

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

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

AGENDA POSTED: May 18, 2018

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

OPERATIONS COMMITTEE

Members:

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

Alternates:

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

TECHNICAL COMMITTEE

Members:

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

Alternates:

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

Officers:

Scott D. Edson, Executive Director



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. January 23, 2018 – Regular Meeting Minutes

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – (None)

VI. REPORTS (B-C)

B. Status Report Update for LTE

C. Status Report Update for LMR

VII. DISCUSSION ITEMS (D)

LA-RICS LMR Fleet Mapping Workgroup

Agenda Item D

VIII. ADMINISTRATIVE MATTER (E-G)

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

It is recommended the Joint Operations and Technical Committees:

1. Approve recommendation to the Board of Policy No. 023-2018, LA-RICS LMR System Early Onboarding Policy and the corresponding LA-RICS LMR System Early Onboarding MOU, attached hereto as Enclosure 1, to ensure the Authority has a policy in place for use of the LMR System for operational purposes prior to Final LMR System Acceptance.



2. Approve recommendation to the Board to delegate authority to the Executive Director to execute MOUs with agencies interested in using the LMR System prior to Final LMR System Acceptance for operation and mission critical purposes.
3. Approve recommendation to the Board to delegate authority to the Executive Director to approve and execute amendments to the LMR System Early Onboarding MOU substantially similar in form to the attached at Enclosure 1, provided that they are approved as to form by Counsel to the Authority.

Agenda Item E

F. APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS AUTHORITY BOARD OF DIRECTORS TO APPROVE THE LA-RICS INFORMATION TECHNOLOGY AND SECURITY GOVERNANCE POLICY (POLICY NO. 024-2018)

It is recommended the Joint Operations and Technical Committees:

Approve a recommendation to adopt Board Policy No. 024-2018, LA-RICS Information Technology and Security Program Policy (Enclosure 1), that establishes a security program that ensures Authority Information Technology (IT) resources are protected against all forms of unauthorized access, use, disclosure, or modification.

Agenda Item F

G. OPERATIONS COMMITTEE VICE CHAIR – ELECTION

It is recommended the Operations Committee hold elections for the vacant Vice-Chairperson Officer position.

Agenda Item G

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT - NONE

XII. ADJOURNMENT AND NEXT MEETING:



Tuesday, July 24, 2018, at 1:30 p.m., LA-RICS Headquarters – Large Conference Room, 2525 Corporate Place, Suite 200, Monterey Park, CA 91754



COMMITTEE MEETING INFORMATION

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

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

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

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

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

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



JOINT OPERATIONS AND TECHNICAL COMMITTEES MEETING MINUTES

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Tuesday, January 23, 2018 • 1:30 p.m.
LA-RICS Headquarters – Large Conference Room
2525 Corporate Place, Suite 200, Monterey Park, CA 91754

Operations Committee Members Present:

Kyle Zuniga, Chair, Battalion Chief, Los Angeles County Fire Department
Judy Anderson, Vice-Chair, Lieutenant, Los Angeles County Sheriff's Department
Jeff Steinhoff, Sergeant, City of Inglewood Police Department
Karolyn Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Eric Zanteson, Fire Captain, South Pasadena Fire Department representing Los Angeles Area Fire Chiefs Association
Ric Walczak, Lieutenant, Covina Police Department

Technical Committee Members Present:

Ted Pao, Chair, Information Technology Specialist, Los Angeles County Internal Services Department
Scott England, Vice Chair, Telecommunications Engineer Command and Control, LACoFD
Judy Anderson, Vice-Chair, Lieutenant, Los Angeles County Sheriff's Department **Jeffrey Morgan**, Chief Information Officer, EMS Agency, County of LADHS
Jeff Steinhoff, Sergeant, City of Inglewood Police Department
Steven Page, Telecommunications Supervisor, City of Pasadena representing Los Angeles Area Fire Chiefs Association
Elliot Kase, Assistant Chief of Police, Alhambra Police Department
Ric Walczak, Lieutenant, Covina Police Department

Absent:

John Geiger, General Manager, CEO, County of Los Angeles
Anthony Vairo, Chief of Police, San Fernando Police Department representing Los Angeles County Police Chiefs Association
Ron Sagmit, Lieutenant, Signal Hill Police Department

Officers Present:

Scott D. Edson, LA-RICS Executive Director
Susy Orellana-Curtiss, LA-RICS Administrative Deputy



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

I. CALL TO ORDER

Operations Committee Chair Kyle Zuniga called the meeting to order at 1:30 p.m.

II. ANNOUNCE QUORUM – Roll Call

Committee secretary Geoia Bearden took roll call for each committee and both committees had quorum.

III. APPROVAL OF MINUTES (A)

A. November 28, 2017 – Regular Meeting Minutes

Operations Committee Chair Kyle Zuniga asked for a motion to approve the minutes. Technical Committee Chair Ted Pao moved to approve first, seconded by Operations and Technical Committee Member Ric Walczak.

Ayes 11: Zuniga, Fruhwirth, Anderson, Zanteson, Morgan, Pao, England, Steinhoff, Kase, Walczak and Page

IV. PUBLIC COMMENTS – (NONE)

V. CONSENT CALENDAR – (NONE)

VI. REPORTS (B-C)

B. Status Report Update for LTE

Project Manager Chris Odenthal stated that the JPA Board of Directors has agreed to a deal with AT&T and LA-RICS, with assumption that all LA-RICS assets would go into AT&T FirstNet platform functioning in Los Angeles County. If the request to transfer assets is approved by National Telecommunications and Information Administration (NTIA)/National Oceanic and Atmospheric Administration (NOAA), not only would current assets built under Public Safety Broadband Network (PSBN) be transferred, but LA-RICS is requesting augmentation of funds from the federal grantor to build additional sites in Los Angeles County, augmenting AT&T coverage including urban area as well as wildland interface. This would potentially include Angeles National Forest, Santa Monica Mountains and Catalina Island. We are currently working with AT&T to identify those sites and build a minimum of 26 additional sites. We may be asking permission to build on other agency site locations, i.e., Inglewood Police Department.



If approved, the augmentation could result in award of remaining Broadband Technology Opportunities Program (BTOP) Grant funds of approximately \$34 million with a performance period of September 2020. The request for transfer of assets would allow for transition our existing network into AT&T network.

There are two (2) additional pieces to PSBN Round 2 plan:

1. Purchase of LA-RICS local controlled Cell on Light Trucks (COLTs).
2. Making sure we do everything in our power to position the region so that interoperability through applications on Long Term Evolution (LTE) does not go through the same difficult path Land Mobile Radio (LMR) has for interoperability. LTE should eliminate having to share radios. LA-RICS is requesting funds to vet, test and implement applications, hoping to provide the direction, governance and structure required for interoperability of organizations on the broadband data piece, as well as provide a foundational network for LMR interoperability.

These three (3) objectives will be submitted to NTIA; AT&T letter of support of this projecting implementation plan is pending.

Steve Sidore of Televate went over information relating to the PSBN transition to AT&T, to new FirstNet core, and shared Rose Parade slides showing data gathered from the event:

- Three (3) sites and one (1) COLT PASA001, PASDNPD and LASDALD and a temporary one-sector COLT served the 2018 Rose Parade route and surrounding areas.
- LA-RICS entire network served 608 public safety users, 40% of total 1,532 users; Event area served 227 users.
- Uplink usage equaled 105.7 GB in total for the event.
- Downlink Usage equaled 6.2 GB in total for the event.
- For event day, this represents:
- Approximately 37% of all PSBN users,
- Approximately 96% of LA-RICS's uplink usage,
- Over 25% of LA-RICS's downlink usage.



- Three (3) video cameras were served by a single cell PASA001 Sector 3.
- One (1) video camera was served by a single cell PASA001 Sector 1.
- One (1) video camera was served by a single cell PASDNPDP Sector 2.
- One (1) video camera (near the event Red Zone) was served by both PASDNPDP Sector 3, LASDALD Sector 2 and our Red Zone positioned COLT. Soheil Naimi asked how much capacity utilization, one (1) tower, one (1) sector 85%, three (3) Sectors each site.
- In LTE, 25% uplink, 75% downlink, barely utilized. Mr. Naimi said we probably cannot get too aggressive with video cameras.
- Mr. Sidore discussed the right throughput of cameras.

Technical Committee Chair Scott England said the carriers (AT&T and Verizon) have not balanced their uplink and downlink like we do on PSBN. Their uplink has proven to be substantially less than their downlink. Based on our camera performance tests, it looks like we are going to run into issues broadcasting our video on FirstNet or Verizon. We should address this by trying to establish video broadcast standards along with dedicated bandwidth for these services.

C. Status Report Update for LMR

The following 7 sites are under construction: MMC, ONK, TPK, MVS, SDW, VPK, and PLM. Pomona Courthouse construction is planned for April. Committee Member Steve Page asked if he could visit; Administrative Deputy Susy Orellana-Curtiss reminded attendees that anyone visiting a site in active construction must be WEAP trained.

UASI 18 funding – the UASI approval authority reviewed our funding plan and agreed to allocate the costs expected in UASI 18. All sites are scheduled for completion by 2019 and an additional 10 sites are expected by this summer. The Authority is planning construction starts for the Forest sites to begin in Q1 2019.

VII. DISCUSSION ITEMS – (NONE)

VIII. ADMINISTRATIVE MATTERS – (D)

- D. APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS AUTHORITY BOARD OF DIRECTORS TO IMPLEMENT THE LA-RICS LAND MOBILE RADIO (LMR) SYSTEM STANDARD OPERATING PROCEDURES (SOP) POLICY**



Operations Committee Chair Kyle Zuniga asked for a motion to approve a recommendation be made to the JPA Board as follows:

1. Approve recommendation to the Board of the LA-RICS LMR System Standard Operating Procedures Policy to ensure the Authority has a policy in place for the LMR System relation to operational guidelines, technology specifications, and technology requirements including cybersecurity.
2. Recommend to the Board to delegate authority to the Executive Director to adopt and implement the actual LA-RICS LMR System Standard Operating Procedures, and to update such procedures as he deems appropriate and as may be necessary.

Technical Committee Chair Ted Pao commented that we are not a network yet, but come 2019-20 there will be a complete network up and running. It is important to have a Board policy in place that requires that operating procedures be put in place the Executive Director regarding operational issues for the network, and not wait until the construction side is completed. Ad hoc committee staff has started looking at other systems to see how they operate, so we are not starting from scratch, to establish standard procedures to recommend to the Executive Director, so the Authority is ready prior to Final LMR System Acceptance, especially if agencies are interested in coming onto the system as early users.

Technical Committee Member Steve Page motioned first, seconded by Technical Committee Vice-Chair Scott England.

Ayes 11: Zuniga, Fruhwirth, Anderson, Zanteson, Morgan, Pao, England, Steinhoff, Kase, Walczak and Page

MOTION APPROVED

IX. MISCELLANEOUS – (NONE)

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

XI. CLOSED SESSION REPORT – (NONE)

XII. ADJOURNMENT AND NEXT MEETING:

Operations Committee Chair Kyle Zuniga announced adjournment of this meeting at 2:00 p.m., and the next Committee Meeting is on Tuesday, March 27, 2018, at 1:30 p.m., at the LA-RICS Headquarters, 2525 Corporate Place, Monterey Park 91754, Suite 200 the Large Conference Room.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 22, 2018

To: LA-RICS Joint Operations and Technical Committee Members

From: Scott Edson
Executive Director

LA-RICS LMR FLEET MAPPING WORKGROUP

The purpose of this discussion item is to inform the Joint Operations and Technical Committee Members regarding the need for the formation of a working group to begin the fleet mapping process for naming interoperable talk groups on the Land Mobile Radio (LMR) System.

The workgroup will create a draft fleet map for the Joint Operations and Technical Committees to review. Talk groups that are commonly shared between agencies are often called "interoperability" or "mutual aid" talk groups. These talk groups should have common names in order to avoid confusion between member agencies during operations. The following topics to be addressed are as follows:

- Review of currently used common channel and talk group names
- Review of current internal agency channel and talk group names
- Proposal of new LA-RICS common talk group names
- Processes and procedures for common talk group use
- External Interoperability channels, including Los Angeles Regional Tactical Communications System (LARTCS)

The Joint Operations and Technical Committees will evaluate and use this draft fleet map to provide recommendations to the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) for approval and to communicate expectations to interested agencies.



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SCOTT EDSON
EXECUTIVE DIRECTOR

May 22, 2018

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

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

SUBJECT

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

RECOMMENDED ACTIONS

It is recommended the Joint Operations and Technical Committees:

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

AGENDA ITEM E

BACKGROUND

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

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

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

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

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

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

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

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

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

c: Counsel to the Authority



LA-RICS POLICIES

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

1.0 PURPOSE

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

2.0 POLICY

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

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

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

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

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

3.0 **DELEGATED AUTHORITY**

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

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

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

References:

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

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

NAME OF AGENCY

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

RECITALS

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

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

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

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

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

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

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

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

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

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

1. INCORPORATION OF RECITALS

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

2. PURPOSE

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

3. CONDITIONS OF USE OF PRE-ACCEPTANCE LMR SYSTEM

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

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

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

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

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

4. SCOPE OF PROGRAMMING SERVICES

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

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

5. TERM OF MOU

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

6. CONSIDERATION

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

7. DESIGNATED ADMINISTRATORS

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

- **Agency** Designated Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

- **Agency** Designated Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

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

- Authority Designated Administrator:

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

- Authority Designated Administrator Designee:

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

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

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

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

8. NOTICES

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

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

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

9. INDEMNITY, HOLD HARMLESS, DISCLAIMERS

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

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

10. INDEPENDENT STATUS

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

11. ASSIGNMENT

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

12. DEFAULT

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

13. WAIVER

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

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

14. INTERPRETATION

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

15. GOVERNING LAW, JURISDICTION, AND VENUE

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

16. SEVERABILITY

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

17. FACSIMILE REPRESENTATIONS

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

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

18. AMENDMENTS

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

19. ENTIRE MOU

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

(Signature Page – following page)

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

AGENCY

City Manager/Authorized Agency Official

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Executive Director, Scott Edson

COVERAGE MAP

Coverage Map to be completed and attached prior to MOU execution

TALKGROUP DETAILS

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

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

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

NOTIFICATION CONTACT LIST

1. Pre-Acceptance LMR System Help Desk

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

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

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

2. Pre-Acceptance LMR System Network Operations Center

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

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

3. Service and Emergency Notifications

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

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

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

RADIO EQUIPMENT LIST

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

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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 22, 2018

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

Dear Committee Members:

**APPROVE RECOMMENDATION TO THE LA-RICS JOINT POWERS AUTHORITY
BOARD OF DIRECTORS TO APPROVE THE LA-RICS' INFORMATION
TECHNOLOGY AND SECURITY PROGRAM POLICY
(POLICY NO. 024-2018)**

SUBJECT

Request from the Joint Operations and Technical Committees to recommend that the LA-RICS Information Technology and Security Program Policy (Policy No. 024-2018) attached hereto is presented to the Joint Powers Authority (JPA) Board of Directors (Board) with a recommendation to adopt and approve the policy.

RECOMMENDED ACTIONS

It is recommended the Joint Operations and Technical Committees:

Approve a recommendation to adopt Board Policy No. 024-2018, LA-RICS Information Technology and Security Program Policy (Enclosure 1), that establishes a security program that ensures Authority Information Technology (IT) resources are protected against all forms of unauthorized access, use, disclosure, or modification.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will move the item to the Board for it to consider and adopt a policy for the protection and use of Authority IT resources. This initial Board policy (Policy No. 024-2018) will help to ensure that Authority IT resources are protected

against all forms of unauthorized access, use, disclosure, or modification, ultimately safeguarding the integrity of the Authority's information technology resources.

Authority staff is working to develop subsequent security policies that will become part of the Authority's IT Security Program to present to this Joint Operations and Technical Committees for consideration. Such policies under development include but are not limited to: Use of LA-RICS Information Technology, which includes an Acceptable Use Agreement; Use of Electronic Mail; and Internet Usage. The team is utilizing County of Los Angeles IT Security Policies as a sample, but tailoring the policies to meet the needs of the Authority and its Member Agencies and other users, as may be applicable.

The expectation is to secure Joint Operations and Technical Committees approval for this policy as well as other security policies that may be interrelated and present cohesive policies packages to the Board for approval. As a result, in the coming meetings, you will see more of these policies presented for consideration.

FISCAL IMPACT/FINANCING

The activity contemplated in the recommended action has no fiscal impact at this time.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Committees' approval of the recommended action, Authority staff will present the policy to the Board coupled with additional interrelated security policies for adoption and implementation.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

M:\LA-RICS POLICIES\Policy No. 024-2018 (LA-RICS Information Technology and Security Policy)\Joint Tech & Ops (2018-05-22)\Tech Ops Letter_IT Security Policy 024-2018_(2018-05-15).docx

Enclosure

c: Counsel to the Authority

AGENDA ITEM F



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Information Technology and Security Program Policy		024-2018
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	---	---

1.0 PURPOSE

To establish a security program ("LA-RICS IT Security Program") for Information Technology (IT) Resources of the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority), which will ensure the Authority's IT Resources are protected against all forms of unauthorized access, use, disclosure, or modification.

2.0 POLICY

Authority IT Resources are essential Authority assets that shall be appropriately protected against all forms of unauthorized access, use, disclosure, or modification. Security policies for Authority IT Resources shall be implemented to help ensure:

1. Privacy and confidentiality
2. Information integrity, including, without limitation, data integrity
3. Availability
4. Accountability
5. Appropriate access, use, exposure, disclosure, and modification

The Authority's personnel, consultants and contractors and other certain individuals/entities as contemplated in Section 3.2 (Authority IT User) shall adhere to this policy (Policy No. 024-2018).

3.0 DEFINITIONS

Items contained within this Section 3 (Definitions) define the following identified terms, which will apply to the LA-RICS IT Security Program. These defined terms are used in the LA-RICS IT Security Program.

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

3.1 Authority IT Resources

As used in this policy and the LA-RICS IT Security Program, the term "**Authority IT Resources**" includes, but is not limited to the following items, which are owned, leased, managed, operated, or maintained by, or in the custody of the Authority, Member Agencies or other entities for use by the Authority for the Authority's purposes.

a. **Computing devices:**

1. Desktop computers and thin client devices
2. Portable computing devices
 - Portable computers including: laptops and tablet computers, mobile computers that can connect by cable, telephone wire, wireless transmission, or via any Internet connection to Authority IT resources
 - Portable devices including: personal digital assistants (PDAs), digital cameras, smartphones, cell phones, pagers, wearable computers (also known as body-borne computers or wearables), and audio/video recorders
 - Portable storage media including: diskettes, tapes, DVDs, CDs, USB flash drives, memory cards, and external hard disk drives
3. Multiple user and application computers including servers
4. Printing and scanning devices, including printers, copiers, scanners, and fax machines
5. Network devices, including firewalls, routers, and switches

b. **Telecommunications network resources:** Telecommunications network resources (e.g., wired and wireless), including voice and data networks, voicemail, voice over Internet Protocol (VoIP), and videoconferencing.

c. **Software:** Application software, operating systems software, and stored instructions.

d. **Information and data:**

1. Documentation
2. Electronic communications (e.g., email, text message)
3. Voice recordings
4. Photographs
5. Electronically stored information (data that is created, altered, communicated and stored in digital form)

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

6. Confidential information (information that is sensitive, proprietary or personal to which access must be restricted and whose unauthorized disclosure could be harmful to a person, process or to an organization)
7. Personal information (any information maintained by the Authority or entity that identifies or describes an individual including, but not limited to, his or her name, social security number, physical description, home address, telephone number, education, financial matters, and medical or employment history)

e. **Services:** Hosted services and Authority Internet services.

f. **Systems:** Systems that are an integration and/or interrelation of various components of Authority IT Resources to provide a business solution(s) (e.g., AirShip server, FirstNet/AT&T Local Control Portal).

3.2 Authority IT User

As used in this policy and the LA-RICS IT Security Program, an "**Authority IT User**" shall mean any user (e.g., Authority personnel, contractors, subcontractors, authorized agents and volunteers and other governmental staff and private agency staff) of any Authority IT Resources. If the Authority's member agencies and subscribers, emergency response and support personnel, communications operational and technical personnel, state/local/federal government representatives, non-governmental organizations (NGOs), and other users as authorized by the Authority, access the Authority's IT Resources, such entities and individuals shall be deemed an "Authority IT User."

3.3 Authority IT Security

As used in this policy and the LA-RICS IT Security Program, the term "Authority IT Security" means any security standards and procedures (e.g., appropriate use and protection) relating to any Authority IT Resources.

3.4 Authority IT Security Incident

As used in this policy and the LA-RICS IT Security Program, the term "**Authority IT Security Incident**" includes any actual or suspected adverse event (e.g., virus/worm attack, exposure, loss, or disclosure of personal information and/or confidential information, disruption of data or system integrity, and disruption or denial of availability) relating to any Authority IT Security.

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

4.0 **RESPONSIBILITIES**

4.1 Authority's Executive Director

The Authority's Executive Director shall ensure the development and adoption of appropriate security policies for Authority IT Resources. These security policies shall specify the appropriate access, use, exposure, disclosure, and modification that is permitted for Authority IT Resources for internal and external activities (e.g., email and other electronic communications, and Internet access and use). When approved by the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board), and adopted and implemented by the Executive Director, these policies shall be published and made available to all Authority IT Users to ensure their awareness and compliance.

4.2 Chief Information Security Officer (CISO)

The CISO shall report to the Executive Director and is responsible for:

- a. Ensuring Authority IT Users (1) adhere to the Acceptable Use Agreement and (2) protect Authority IT Resources for which they are entrusted
- b. Developing and maintaining the LA-RICS Cybersecurity Incident Response Plan
- c. Chairing any needed ad hoc working groups to address security issues
- d. Providing Authority IT Security-related technical, regulatory, and policy leadership
- e. Facilitating the implementation of Authority's IT Security policies
- f. Coordinating the Authority's IT Security efforts across organizational boundaries
- g. Leading the Authority's IT Security training and education efforts
- h. Directing the Authority's Computer Emergency Response Team (CERT)
- i. Ensure the Authority adheres to Authority's IT Security policies
- j. Ensure the Authority IT Resources are implemented and configured to meet the Authority's IT Security technical and operational standards and procedures
- k. Ensure the Authority IT Resources are maintained at current critical security patch levels
- l. Implement IT-based services that adhere to all applicable Authority IT Resources and Security policies

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

4.3 Authority IT Users

Authority IT Users are responsible for acknowledging and adhering to Authority IT Resource and Authority IT Security policies. Further, Authority IT Users are responsible for the following:

- a. Protection of Authority IT Resources for which they are entrusted; accessing, using, exposing, disclosing, and modifying Authority IT Resources only as authorized; and accessing and using Authority IT Resources for their intended purposes.
- b. Authority IT Users are required to sign the LA-RICS Acceptable Use Agreement, pursuant to Policy No. 025-2018 (Use of LA-RICS Information Technology Resources Policy), as a condition of being granted access to Authority's IT Resources, unless they have already signed an equivalent, approved acceptable use agreement.

5.0 COMPLIANCE

Authority personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-Authority personnel may be subject to termination of contractual agreements, denial of access to Authority IT Resources, and other actions as appropriate (e.g. cure letter), as well as both civil and criminal penalties.

6.0 POLICY EXCEPTIONS

Requests for exceptions to this Policy No. 024-2018 shall be reviewed by the CISO and shall require approval by the Executive Director. Authority IT Users requesting exceptions shall provide such requests to the CISO.

The request should specifically state the following:

- a. scope and justification for the exception
- b. the potential impact or associated risk upon granting the exception
- c. risk mitigation measures to be undertaken by the Authority
- d. initiatives, actions and a time-frame for achieving the minimum compliance level with the policies set forth herein

The CISO shall review such requests, confer with the requestor, and refer the matter to the Executive Director for action.

POLICY TITLE	POLICY NO.
LA-RICS Information Technology and Security Program Policy	024-2018

References:

- Comprehensive Computer Data Access and Fraud Act, California Penal Code Section 502
Health Insurance Portability and Accountability Act (HIPAA) of 1996
- Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 California Civil Code Section 1798.29
- County of Los Angeles Board of Supervisors Policy No. 6.100 (Information Technology and Security Policy)



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 22, 2018

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

OPERATIONS COMMITTEE VICE CHAIR - ELECTION

SUBJECT

Hold elections for the vacant Vice-Chairperson officer position within the LA-RICS Operations Committee.

RECOMMENDED ACTIONS

It is recommended the Operations Committee hold elections for the vacant Vice-Chairperson Officer position.

BACKGROUND

Per the LA-RICS Joint Powers Authority Agreement, Section 3.10, each advisory committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary. Lt. Judy Anderson's reassignment from the LA-RICS project resulted in the vacancy of the Operations Committee Vice-Chairperson officer position requiring elections on this date.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the recommended actions.

CONCLUSION

Upon conclusion of the Operations Committee election, the Vice Chairperson will assume their role immediately.

AGENDA ITEM G

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", with a stylized flourish at the end.

SCOTT EDSON
EXECUTIVE DIRECTOR

SOC

c: Counsel to the Authority