County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

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Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

January 9, 2007

The Honorable Board of Supervisors
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF REGIONAL INTEROPERABILITY STEERING COMMITTEE'S GOVERNANCE BOARD AND JOINT POWERS OF AUTHORITY, AMENDMENT TO AGREEMENT WITH RCC CONSULTANTS, INCORPORATED, AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (ALL DISTRICTS AFFECTED) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve, in concept, the attached draft Regional Interoperability Steering Committee (RISC) Governance Board (Attachment I) and Joint Powers of Authority (JPA) (Attachment II) and authorize the Chief Administrative Officer (CAO) or designee, to execute a JPA with RISC substantially similar to the agreement shown in Attachment II.

2. Support legislation and/or administrative action which would provide funding to implement a new technical standard for public safety interoperability communications in the Los Angeles Region.

3. Authorize the Sheriff's Department, as an agent of the County, to accept grant funds, upon award notification, in the amount of $2,500,000 from the U.S. Department of Homeland Security, Office of Domestic Preparedness (ODP) provided to the City of Los Angeles under the federal Fiscal Year 2006 Urban

Area Security Initiative (UASI) grant program to support the development of a single platform interoperable communication system within the Los Angeles Region.

4. Authorize the Director of Internal Services Department to expand the scope of work for Agreement No. 75443 with RCC Consultants, Incorporated to develop a Request for Information and a Statement of Requirements for the Records Management System (RMS) for the Consolidated Fire-Sheriff/Office of Public Safety Communication System (CFSCS) and increase the maximum contract sum by $165,000 for a new total not-to-exceed contract amount of $578,926.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

RISC's Governance Board and JPA

In an effort to improve public safety communications systems, processes, and infrastructure in Los Angeles County, the Regional Interoperability Steering Committee (RISC) was formed in 2005, consisting of representatives from the City of Los Angeles Fire and Police Departments and Chief Administrative Office; Los Angeles County Sheriff, Fire Department and Chief Administrative Office; Cities of Santa Fe Springs, Glendale and Downey; and County Department of Health Services and Internal Services Department.

RISC, in turn, formed a Governance Board Task Force (GBTF) with instructions to evaluate existing interoperability governance models to determine which elements would work best for a Los Angeles County (countywide) system. After a review of the Interagency Communications Interoperability System (ICIS), Orange County, and San Diego's interoperability governance models, RISC's GBTF developed a governance structure and began work on a JPA agreement.

In July of 2005, RCC Consultants, Inc. (RCC) was engaged by the City of Los Angeles to study the interoperability needs of public safety agencies throughout Los Angeles County. RCC determined that interoperability would be best achieved by the creation of a shared, region-wide voice and data radio system. RCC concluded that the implementation of a regional shared radio system would have significant benefits to the day-to-day communications of public safety agencies within the Los Angeles Region. Those benefits are: (1) all users of the system will have greater communications system capacity than they now have because more channels will be available for dispatch or tactical uses; (2) all users will experience better coverage than they now have because the number of antenna sites in use will have increased, improving building and canyons penetration, and users will experience far fewer dead spots and areas of scratchy

signals because of the overlapping coverage of the trunked cells; (3) interoperations with other public safety entities will be significantly improved because all users will have identical, region-wide coverage and access to the same mutual-aid/tactical channels, without the need to patch channels together, and training requirements for interoperability will be minimized because the radio used for interoperability is the same radio that is used every day; and (4) costs to operate and maintain redundant tower sites and duplicate infrastructures can be eliminated.

RCC further recommended that a separate legal entity be formed to construct, own, operate and maintain the regional radio system. The entity should be governed by a board of representatives from the participating public safety agencies. The entity should be empowered to receive grant funding, apportion costs and levy fees, and enter into contracts for the construction, operation and maintenance of the radio system, as well as set operational and technical policies, procedures and standards. The entity should employ a project manager and a team of personnel to oversee the construction project and assure that the system is constructed for the greater good of all the participating agencies, and to ensure that the work is performed efficiently and without duplicated effort or cost. Upon project completion, the entity should employ trained and skilled individuals to administer, manage and maintain the radio system under the direction of the governing board.

While we concur with the above stated recommendations, a final JPA has yet to be completed. As a result, we are only recommending that the Board approve, in concept, the attached draft Governance Board and JPA, but delegate to the CAO or designee the ability to execute the agreement if it is substantially similar to the one attached.

Once the Governance Board and JPA are approved, the next step in developing a regional system is the pursuit of funding through various grants and appropriations identified for this purpose. To this end, the Los Angeles Police Department (LAPD), Los Angeles Fire Department (LAFD), Los Angeles Sheriff's Department (LASD), Los Angeles County Fire Department (LACoFD), Los Angeles County Department of Health Services (LACoDHS), and the many municipal public safety agencies within Los Angeles County have been asked to notify their respective policymakers of the need to obtain funding, pursue grant opportunities, and engage in discussions at the Federal and State levels in an effort to identify monies for a joint-effort, regional, public safety interoperability system. This initiative will require the collaborative support of Mayors, City Councils, and the Board of Supervisors, as well as the county Congressional and State delegations. As such, we recommend that the Board support legislation and/or administrative action which would provide funding to implement a new technical standard for public safety interoperability communications in the Los Angeles Region.

UASI Grant Program

The U.S. Department of Homeland Security, ODP has provided $765 million in funding under the FY 2006 UASI grant program to 35 high-threat urban areas nationwide and 11 cities that were UASI-designees last year. The City of Los Angeles has applied for and been awarded the grant on behalf of the Los Angeles/Long Beach Urban Area and are authorized to administer the grant. It is anticipated that the Sheriff's Department will be awarded $2.5 million under UASI in January 2007.

The grant funding was requested to study the feasibility of a county-wide single platform interoperable communications system. The grant language calls for an accelerated consultant study to determine the needs of all public safety agencies (those that would be considered first responders) within Los Angeles County. This study must be completed no more than six months after signing of a contract with a needs assessment based on existing recent studies and/or personal agency interviews. The consultant must concurrently write the necessary specifications and requirements so that a Request for Proposal (RFP)/Bid could be released no more than nine (9) months after signing of a contract. This RFP/Bid would provide single platform standards based communications for all public safety agencies in Los Angeles County. RCC, Incorporated has been chosen by RISC as well as the CFSCS Executive Committee. The County is currently working with RCC to develop a preliminary Statement of Work.

Amendment to RCC's Agreement

This Amendment will allow RCC to assist the Sheriff's Department in developing Records Management System (RMS) requirements to incorporate in the CFSCS RFP. RCC will also incorporate RMS requirements that are currently being developed by the Fire Department. This will result in the most functional, cost effective Computer Aided Dispatch (CAD)/RMS solution for the County.

Implementation of Strategic Plan Goals

The recommendation supports the County's Strategic Plan Goals of Service Excellence and Organizational Effectiveness. The design of a regional communication system will provide for improved efficiency and responsiveness of County services through the use of electronic information sharing. In addition, the recommendation supports Strategic Plan Goal 8, Strategy 5 (Public Safety). The systems to be designed will improve the delivery of emergency services by the implementation of coordinated communication between the Fire Department, Sheriff, Office of Public Safety, and other regional agencies within the Los Angeles region.

FISCAL IMPACT/FINANCING

RISC's Governance Board and JPA

The new regional radio system is expected to cost between $484.8 million and $604.6 million. A substantial portion of the funding may come from Federal and other grants. The remainder could come from existing grants, provided that the money is expended in ways that are compatible with the regional radio network plan. Agencies with immediate requirements to maintain their radio systems have been asked to purchase equipment that will be usable with a regional radio system if and when it is completed.

UASI Grant Program

The feasibility study for a countywide-regional system is fully funded by the Department of Homeland Security, ODP. There are no cost-sharing or matching fund requirements.

Amendment RCC's Agreement

The Amendment to the RCC, Inc. Agreement to develop specifications for a RMS for CFSCS is a deliverables-based fixed fee Agreement which allows for a 10 percent contingency on the deliverables fee portion. Additionally, the Amendment provides for consulting services on a time and materials basis with an hourly rate of $180 at a not-to-exceed amount of $165,000 for a new maximum contract sum of $578,926.

The funding for the RMS Amendment is identified and available in the Sheriff FY 2006-07 adopted budget. The costs associated with incorporating the Fire Department RMS requirements into the RFP are considered to be minimal and will not require additional funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RISC's Governance Board and JPA

The City of Los Angeles released a Request for Proposal (RFP) in January of 2005 to prove the concept of interoperability across Los Angeles County public safety departments. In July of 2005, RCC Consultants, Inc. (RCC) was engaged by the City to study the needs for public safety radio communications interoperability between LAPD, LAFD, Port of Los Angeles Police, Los Angeles World Airports (LAWA) Police, LASD, LACoFD, LACoDHS, and other public safety agencies within the Los Angeles County area.

To that extent, RCC conducted fifty interviews with members of public safety agencies in Los Angeles area and found that the currently available interoperability solutions do not meet all agencies' needs. Nearly all interviewees voiced support for a regional shared radio system. "Operability" problems with their existing radio systems, such as an insufficient number of radio channels and the lack of wide-area coverage were cited as reasons for supporting such a system, as well as interoperability with other agencies.

In its final report on the City of Los Angeles Public Safety Radio Communications Interoperability Project, RCC asserts that interoperability between the public safety agencies of the City of Los Angeles and the other public safety agencies in the region would best be achieved with the creation of a shared region-wide voice and data radio system. The new radio system would be shared by LAPD, LAFD, LASD, LACoFD, LACoDHS, and the many municipal public safety agencies within Los Angeles County. It would be created by pooling the agencies' UHF band radio frequencies into a shared trunked radio system for voice, and the agencies' 800 MHz frequencies into a shared mobile data system. It would also involve pooling other telecommunications resources, such as radio towers.

RCC reports that all users of the system would have greater communications system capacity than they now have and that more channels would be available for dispatch or tactical uses. Further, all users would experience better coverage than they now have. Additionally, interoperations with other public safety entities would be significantly improved.

RCC concludes that the implementation of a regional shared radio system would have significant benefits to the day-to-day communications of the public safety agencies of the City of Los Angeles, as well as Los Angeles County and the many other municipalities within the region. In addition, the proposed radio communications system would enable instant communications between agencies in the event of a natural disaster or terrorist event. This is an opportune time to construct a shared radio system, as we are planning to upgrade or replace the LASD and LACoFD existing radio systems. We have engaged RCC to plan a countywide radio system for their joint use. The addition of the City's resources (frequencies and tower sites) to that of the County would create a system of tremendous capacity and coverage. Other agencies within the region also have resources to contribute, making the potential even greater.

UASI Grant Program

The Urban Area Security Initiative Grant Program addresses the unique planning, equipment, training, and exercise needs of high threat, high density urban areas, and

assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. States and territories are given the opportunity to implement their recently updated Homeland Security Strategies and continue to improve upon existing capabilities. The FY 2006 UASI program further provides the opportunity to enhance regional preparedness efforts. Urban Areas have been requested to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate to meet the goals identified in the Urban Area Homeland Security Strategy. The development of a region-wide voice and data radio system in Los Angeles County will greatly enhance our preparedness for major disasters and events.

Amendment to RCC's Agreement

A component of the CFSCS project is a Computer Aided Dispatch (CAD) system, which provides critical support for managing both incoming E911 calls and the County's emergency responders. The CAD system tracks information on incidents and allows dispatchers to monitor and dispatch the County's first responders.

Information that is entered into the CAD system is then transferred to a Records Management System (RMS), so that reports can be prepared and data analyzed. Because information is transferred directly from the CAD to the RMS systems, an interface between the systems is required.

Since the CAD system will be replaced under the CFSCS project, it will be necessary to replace the existing CAD/RMS interfaces. The County can either interface the new CAD to the existing RMS or replace the existing Records Management Systems.

Due to their age and technology, the existing RMS systems used by both the Fire and Sheriff's Departments are becoming obsolete (each department uses an RMS tailored to their specific reporting requirements). Both Departments have considered replacing their RMS systems independently from the CFSCS; however, since the CAD and RMS systems must work closely together, a combined procurement will allow the interface between the systems to be better defined and the implementation schedule to be better coordinated.

This amendment will allow RCC to assist the Sheriff's Department to develop RMS requirements to incorporate in the CFSCS RFP. RCC will also incorporate RMS requirements that are currently being developed by the Fire Department. This will result in the most functional, cost effective CAD/RMS solution for the County.

If the CAD/RMS procurements are not coordinated, it is likely that expensive temporary interfaces will have to be developed and replaced soon thereafter, as the new systems are brought on-line independently.

CONTRACTING PROCESS

UASI Grant Program

RCC was previously selected to study and make recommendations for replacing the Fire and Sheriff Radio Communications Systems (Phase I); to provide a technical scope of work and an evaluation tool to be used in the development of Requests for Proposal for the acquisition of consolidated Fire and Sheriff/OPS Communications Systems (Phase II); and was engaged by the City to study the needs for public safety radio communications interoperability between LAPD, LAFD, Port of Los Angeles Police, LAWA Police, LASD, LACoFD, LACoDHS, and other public safety agencies within the Los Angeles County area.

As a result of their work in Phase I, II and with the City of Los Angeles, RCC has proprietary knowledge that will allow the County to meet/satisfy the UASI grant requirements of an accelerated study, needs assessment and RFP/Bid within 9 months. The County, via the CFSCS Executive Committee and members from the RISC Steering Committee, is currently working with RCC to develop a preliminary Statement of Work for the UASI grant program.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The regional system requirements and specifications will be developed concurrently as the CFSCS design and the goal is to release one RFP with vendors submitting separate solutions for the regional and CFSCS radio system.

CONCLUSION

We recommend that the Board:

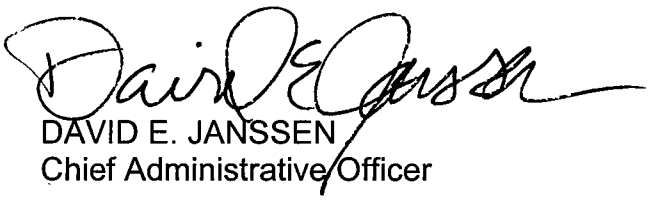
- Approve, in concept, the attached Governance Board structure and JPA and delegate authority to the CAO to execute a JPA agreement that is substantially similar in form.

- Support legislation and/or administrative action which would provide funding to implement a new technical standard for public safety interoperability communications in the Los Angeles Region.

- Authorize the Sheriff's Department to accept $2,500,000 in UASI grant funds, upon award notification, to support the development of a single platform interoperable communication system within the Los Angeles Region.

- Authorize the Director of Internal Services Department to amend Agreement No. 75443 with RCC Consultant, Incorporated to increase the maximum contract sum by $165,000 for a new total not-to-exceed contract amount of $578,926.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:DL
RG:SW:kd

Attachments

c: Sheriff
Fire
Internal Services Department
Chief Information Officer
Office of Public Safety
Thayer Consulting, Inc.

RCC Consultant2.bl.doc

RISC Task Force
Proposed Governance Model

Recommendations:

- Formal JPA . This will help strengthen decision making and help to attract outside funding. County/city crime lab seen as potential model.

- Salaried Executive Director. Dedicated staff will better maintain operational integrity 24/7.

- Structural Sketch:

  - 13 Member Board Comprising of Non-Elected Representatives From The Following:

1 – Co. DHS
2 – Independent Cities Assoc.
2 – Contract Cities Assoc.
1 – LA Fire Chiefs
1 – LA County Police Chiefs
1 – LA County CAO
1 – LA City Fire
1 – LA City PD
1 – LA City CAO
1 – LA County Fire
1 – Sheriff

  - Three Subcommittees, Each Comprised of Single Reps from Each Governance Board Constituent
    - Operational
    - Technical
    - Financial

JOINT EXERCISE OF POWERS AGREEMENT TO ESTABLISH A JOINT POWERS AGENCY TO CREATE THE REGIONAL COMMUNICATIONS SYSTEM

Attachment II

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this_____, by, between and among the following public agencies:

1.
2.
Et al.

Each of the public agencies executing this Agreement shall individually be referred to as "Member" or collectively referred to as "Members."

RECITALS

A. Whereas the Members require wide area and interoperable communications, and no Member acting independently has the resources to construct a communications network providing these capabilities;

B. Whereas the Members have determined that working in concert and sharing radio communications resources is in the public interest as it provides the most effective and economical radio communications network for all participating public entities;

C. Whereas the Members agree that it is collective goal to evaluate and if feasible, cost effective and appropriate for each Member, cause to be established and to participate in a public safety radio network hereinafter referred to as the "**Regional Communications System**" or "**SYSTEM**" to meet or enhance current public safety radio communications needs and to provide an architecture capable of expanding to meet future needs; and

D. Whereas the Members are each empowered, pursuant to Section 6500 et. seq. of the California Government Code to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies ("joint powers agreement") and other powers applicable to joint powers agencies by law; and

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, Members agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500, hereinafter the "Act"), relating to the joint exercise of powers common to public agencies. The purpose of this agreement is to create an agency that will engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network. As part of this purpose, members will seek to meet or enhance the current public safety radio communications needs, and provide an architecture capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of a wide-area interoperable public safety communications network. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

1.02 Creation of Authority. Pursuant to Section 6507 of the Act, there is hereby created a public entity to be known as the *"Regional Communications System Joint Powers Authority" or "SYSTEM JPA"* (hereinafter referred to as the "Authority"). The Authority shall be a public entity separate and apart from the Members and shall administer this Agreement.

1.03 Member Agencies. Membership to the Authority is restricted to the County of Los Angeles County and any of the cities within the County of Los Angeles. Agencies may participate in the SYSTEM JPA as either a Member Agency ("Member") under the terms of this Agreement, or as "Subscriber," under the terms of a separate "Client Agreement."

1.03.1 Member Agency Definition. Member shall mean a governmental agency as defined in 1.03 that has approved and executed this agreement.

1.03.2 Subscriber Definition. A general government agency (local, state, or federal) participating in and using the SYSTEM subject to the terms of a separate "Client Agreement." Subscribers will be expected to pay for their own radios as well as a monthly or yearly service fee to be determined by the BOARD.

1.04 Governance Board. The Authority shall be administered by a governance board ("Board") *consisting of thirteen (13) Local Officials ("Directors"),* unless and until such number is changed by amendment of this Agreement. All Directors shall be non-elected officials, with the sole exception of the Los Angeles County Sheriff. The Board shall consist of representatives from 13 agencies ("Members") appointed as follows:

One (1)by the Los Angeles County Department of Health Services.
Two (2) by the Independent Cities Association, who may be a City Manager or his/her delegate.

Two (2) by the Contract Cities Association, who may be a City Manager or his/her designee.
One (1) by the Los Angeles Area Fire Chiefs Association.
One (1) by the Los Angeles Area Police Chiefs Association.
One (1) by the County of Los Angeles Chief Administrative Officer.
One (1) by the County of Los Angeles Fire Chief.
One (1) by the County of Los Angeles County Sheriff.
One (1) by the City of Los Angeles Chief Administrative Officer.
One (1) by the City of Los Angeles Fire Chief
One (1) by the City of Los Angeles Police Chief.

a) The term of office of each Director shall be determined by the appointing agency.
b) In the case of the Independent Cities Association ("ICA"), for the first two year term, Directors shall be from the City of Long Beach and an Interagency Communications Interoperability System (ICIS) city to be determined by ICIS. Thereafter, ICA shall establish a Committee of its member city managers to appoint two (2) city managers from eligible agencies.
c) No seat representing Contract Cities Association, Los Angeles Area Fire Chiefs or Los Angeles Area Police Chiefs shall be held by an agency that is already represented on the Governance Board through any of the other remaining nine seats (e.g., County Sheriff could not hold one of the Contract Cities seats, nor could Long Beach be represented through either of the Los Angeles Area Fire or Police Chiefs' seats, at least during the first two years when Long Beach will hold one of the Independent Cities seats).
d) All voting power of the Authority shall reside in the Board.
e) Each Director shall designate an alternate who may act in the Director's absence ("Alternate Director").
f) The names of the Directors and Alternate Directors shall be provided to the Chairman of the Governance Board at the first meeting of the Board.
g) Any change of the Directors or Alternate Directors shall be provided to the Chairman of the Board in writing in advance of the meetings.
h) Any vacancy shall be filled in the same manner as described herein for appointment

1.05 Purpose of Board. 1) Provide structure for administrative and fiscal oversight; 2) Provide funding mechanism for accessing and attracting outside funding sources; 3) Facilitate Decision Making; 4) Maximize the leveraging of available resources; 5) Provide for a mechanism to facilitate flexibility and adaptability for the system and its member agencies over the life of the Authority.

1.06 Specific Responsibilities of the Board

a) Securing Grant Funding for the build-out of the SYSTEM
b) Formulating and approving the annual budget.
c) Identifying participating agency needs and requirements.
d) Establishing system for ongoing SYSTEM Operation and Maintenance financing.

e) Establishing subcommittees as necessary to ensure the interests and concerns of each user agency are represented and to ensure operational, technical and financial issues are thoroughly researched.
f) Monitoring the implementation of the SYSTEM.
g) Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.
h) Developing and approving SYSTEM operating policies and procedures, as well as technical and maintenance requirements.
i) Overseeing the establishment of long range plans.
j) Overseeing scheduled system reviews at intervals determined by the SYSTEM Governance Board, but not to exceed three years.
k) Addressing concerns of member agencies.
l) Adopting appropriate actions to adjust SYSTEM policies or procedures.
m) Adopting by-laws to govern the SYSTEM Board of Director's internal operations.
n) Conducting an annual fiscal audit.
o) Conducting periodic system audits.
p) Discharging other duties as required by statute.
q) Hiring necessary and sufficient staff.

1.07 Fiscal Year. For purposes of this Agreement, the term "Fiscal Year" shall mean the period from July 1 of each year to and including the following June 30.

1.08 Meetings of the Board.

1.08.1 Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each month. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the members.

1.08.2 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950).

1.08.3 Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown.

1.09 Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

1.10 Voting. Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Member's Director. No absentee ballot or proxy shall be permitted.

1.11 Quorum; Required Votes; Approvals. A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board from time to time. The affirmative votes of a majority of the Directors shall be required to take any action by the Board, except, a two-thirds (2/3) vote shall be required to take any action on the following: (a) issuance of bonds; (b) adoption of a budget and increases of cost allocations to member agencies; and (c) payment of surplus revenue to Members.

1.12 Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, prior to the commencement of each fiscal year.

1.13 Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE II

OFFICERS AND EMPLOYEES

2.01 Chairperson, Vice-Chairperson and Secretary. The Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary who need not be a Director, in July of each calendar year. In the event that the Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or his/her represented Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular meeting of the Governance Board held after such vacancy occurs. The officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

2.02 Treasurer. Pursuant to Sections 6505.4 and 6505.6 of the Act, the Board shall designate a treasurer of the Authority by resolution, who shall be (1) the treasurer of one of the Members; (2) a certified public accountant; or (3) such other officer or employee as the board shall deem qualified to act as treasurer of the Authority ("Treasurer"). The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Section 6505, 6505.5 and 6547.9 of the Act.

2.03 Auditor. The Board shall appoint an auditor who shall be (1) the auditor of one of the Members; or (2) such other officer or employee as the Authority shall deem qualified to act as auditor of the Authority, ("Auditor"). The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of Section

6505, 6505.5 and 6505.6 of the Government Code and generally accepted auditing standards.

2.04 Other Employees. The Board shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

2.05 Privileges and Immunities from Liability. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or by reason of their employment by the Board, to be subject to any of the requirements of the Members.

2.06 Bonding of Persons Having Access to Property. Pursuant to Section 6505.1 of the Act, the Members shall designate the public office or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Members.

ARTICLE III

STANDING COMMITTEES

Standing Committees. The Board shall establish four standing committees to be known as the "Operations Advisory Committee," ("OAC") the "Technical Advisory Committee" ("TAC"), the "Administrative Advisory Committee" (AAC) and the "Financial Advisory Committee," ("FAC") for purposes of making recommendations to the Board. Except as noted elsewhere, all standing committees shall be advisory to the Board. Each Member may appoint one representative to each standing committee. Each Standing Committee shall choose its officers, comprising a Chairperson, a Vice-Chairperson and a Secretary. The Chairperson of each respective Standing Committee shall be a representative of an agency that maintains a current seat on the Governance Board. All other Standing Committee Officer may be chosen from any of the respective standing committee's members, irrespective if he/she represents an agency that maintains a seat on the Governance Board. All meetings of each Committee shall be held in accordance with the Ralph M. Brown Act of the Government Code.

The Operations Committee members shall comprise First Responding Personnel. The Technical Committee shall comprise Radio Communications Personnel. The Financial Committee shall comprise City or County Administrators/Managers or Municipal Financial Officers. The Administrative

Advisory Committee shall comprise City or County Administrators/Managers. A quorum of a Committee shall be a majority of its membership.

3.01 Standing Committee Quorum. For purposes of convening meetings and conducting business, for all four standing committees, a quorum will constitute the same number of member as is defined for the Governance Board in section 1.10.

3.02 Purpose of Standing Committees. To formulate policy for the Board's consideration and to review and recommend changes to said policies. The responsibility to implement adopted policies shall lie with the Authority's Executive Director and not with the standing committees.

3.03 Member agency disputes over Standing Committee Actions. Any dispute between member agencies and the Authority over standing committee policies or actions shall be reviewed by the relevant standing committee and may be appealed to the Board for reconsideration.

3.04 Operational Policies. The administration and ongoing development of system operational policy has been delegated to the OAC. That Committee reports to the Governance Board. Policies developed by the OAC for the operations of the SYSTEM shall ensure that each participant is treated equitably and has sufficient communication capability to meet its legitimate needs. Any dispute between participating agencies and the Authority over operational policies shall be reviewed by the OAC.

3.05 Technical Policies. The TAC is utilized to develop the technical operation policies and procedures of the system, including maintenance guidelines.

3.06 Technical Standards. Technical standards are an essential part of the operation of a multi-user system. To ensure the long-range effective operation of the System, technical standards shall continue to be reviewed and evaluated by the TAC. Said standards shall be approved by the TAC and all participating agencies will be required to adhere to them. Failure to adhere to the technical standards may result in mobile or portable field equipment being restricted from access to the associated backbone system.

3.07 Financial Policies. The FAC is utilized to develop financial policies and procedures for the Authority.

3.08 Administrative Policies. The AAC is utilized to develop administrative policies and procedures for the Authority.

ARTICLE IV

POWERS

4.01 General Powers. The Authority shall have the powers common to the members and which are necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the Members.

4.02 Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code (hereinafter the "Bond Act"), including the power to issue bonds thereunder, ("Bonds").

4.03 Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

4.03.1 To make and enter into contracts.

4.03.2 To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;

4.03.3 To employ or engage contractors, agents, or employees;

4.03.4 To sue and be sued in its own name;

4.03.5 To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purpose of the Authority;

4.03.6 To issue bonds and otherwise to incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the Members;

4.03.7 To invest any money in the treasury pursuant to Section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and

4.03.8 To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

4.04 Limitation on Exercise of Powers. All common powers exercised by the Board shall be exercised in a manner consistent with, and

subject to, the restrictions and limitations upon the exercise of such powers as are applicable to members and as set forth in this Agreement. No actions by the Board may be so broad in nature that they negatively affect or impact the operational or legal integrity of the members.

4.05 Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to Section 6547.8 of the Act, no Director shall be personally liable on the Bonds or subject to any personal liability or accountability by reason of the issuance of Bonds.

ARTICLE V

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

5.01 Contributions. The members may, in the appropriate circumstance, when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6513 of the Act, as it may be amended from time to time, are hereby incorporated into this Agreement by reference.

5.02 Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent that such activities are not covered by the report of such trustee. The trustee appointed under any indenture or trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said indenture or trust agreement as may be desirable to carry out this Agreement.

5.03 Funds. Subject to the applicable provisions of any instrument or agreement which the Authority may enter into which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody and disburse Authority funds in accordance with laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the purposes of this Agreement.

5.04 Sharing of Frequencies. Members holding licenses to frequencies ("Licenses") may authorize the Authority to share the use of such

frequencies and/or radio stations in accordance with the Code of Federal Regulations, (47 CFR 90.179). Such authorization may be revoked by the Member holding the License at any time. Licenses to frequencies shall remain primary to the Member holding the License. Any authorization for the use of such License shall be made pursuant to a written agreement between the Member and Authority.

5.05 Infrastructure. For purposes of this Agreement, Infrastructure shall mean an interconnected trunked radio system or cell, not including the Master Site or improvements thereto, or the microwave.

5.06 Master Site. For purposes of this Agreement, Master Site shall mean the systems and equipment through which the infrastructure components are interconnected and which controls userss roaming through cells.

5.07 Point of Demarcation. Unless otherwise determined by separate agreement, the demarcation point between the Authority's responsibility and members' responsibility is *the microwave radio channel bank equipment termination blocks that are used to interconnect the agency radio consoles and other electronic devices used for voice and data communications to the channel banks.* Each member shall be responsible for all costs associated with its mobile data system application development, user equipment (including radios) and integration from the point of demarcation.

ARTICLE VI

TERM, WITHDRAWAL AND TERMINATION

6.01 Term. This Agreement shall become effective, and the Authority shall come into existence when the following occurs: (1) The County of Los Angeles, inclusive of the Sheriff, and the City of Los Angeles have approved and executed this Agreement; (2) At least two (2) member agencies, respectively, from both Contract Cities Association and Independent Cities Association, one of which being the City of Long Beach and the other a city party to ICIS, have approved and executed this agreement; (3) the Los Angeles Area Fire Chiefs and Los Angeles Area Police Chiefs Associations are able to appoint representatives to the Board from member agencies that have approved and executed this Agreement, and; (4) at least 120 days have passed after a copy of this Agreement has been disseminated to the County of Los Angeles and all eighty-eight (88) cities in the County. This Agreement and the Authority shall thereafter continue in full force and effect so long as there are at least two Members who are participating as part of the Authority. However, if any Bonds have been issued and remain outstanding, this Agreement cannot be terminated, and Members benefiting from such Bonds shall not withdraw from the Authority, until all revenue bonds or other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provision for such payment shall have been made in accordance with the resolution (or indenture) adopted by the Board. No termination or amendment shall be made which is contrary to the language, spirit or intent of any contract and/or grant agreement entered into by the Authority.

6.02 Withdrawal by Members. Subject to the restriction on withdrawal contained in Section 6.01 above, Members may withdraw from the Authority by giving the following notice: (a) Members who do not provide Infrastructure to SYSTEM shall provide ninety (90) days advanced written notice of intent to withdraw from the Authority to the Chairperson; (b) Members who provide Infrastructure to SYSTEM, shall provide twelve (12) months advanced written notice of intent to withdraw from the Authority to the Chairperson.

6.03 Retention of Assets by Withdrawing Members. Upon the effective date of withdrawal from the Authority, a Member shall hold its Licenses and retain its licensing rights to the shared frequencies authorized to the Authority pursuant to Section 5.04, or the Governance Board may negotiate a settlement that either returns the same or equivalent operable frequencies, or provides equitable compensation if frequencies are left with the SYSTEM. In addition, the use of the withdrawing Member's Infrastructure by the Authority shall be terminated on the effective date of withdrawal, and such Infrastructure, and any improvements thereto, shall remain the sole asset of the withdrawing Member. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or any of the remaining Members.

6.04 Termination of Authority and Disposition of Assets. Upon termination of this Agreement and dissolution of the Authority by all Members then party to this Agreement and after payment of all obligations of the Authority, all property of the Authority, both real and personal, shall be divided among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. Upon a vote of a two-thirds majority of the Board, the Board may sell such property and distribute the proceeds of such sale among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. If the assets consist of money, any money in the possession of the Authority shall be divided equally among the Members then party to this Agreement. Members shall hold its licenses and retain its licensing rights to the shared frequencies authorized to the Authority. In addition, each Member shall hold its Licenses and retain its Licensing rights to the shared frequencies authorized to the Authority pursuant to Section 5.05 and any Infrastructure provided by the Member to the Authority shall remain the sole asset of that Member.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.01 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Authority and to the City Clerk of each of the Members at its principal place of business or in the case of County of Los Angeles, to the Chief Administrative Officer and the County Sherriff. Any written notice sent by first class United States mail shall be deemed given on the third (3rd) business day after deposit.

Any written notice sent via certified return receipt requested shall be deemed given on the date such return receipt is signed by the addressee.

7.02 Amendment; Addition of Members.

7.02.1 In addition to the original signatories to this Agreement, any local agency may join the Authority as a Member or "Subscriber" of the Authority. The addition of any local agency as a Member shall become effective upon: (i) the execution on behalf of such local agency of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and (ii) the adoption of a resolution of the Board admitting that local agency to the Authority. The addition of any local agency as a Subscriber shall become effective upon: (i) the execution on behalf of such local agency of a separate Client Agreement and the delivery of such executed agreement to the Board; and (ii) the adoption of a resolution of the Board admitting that local agency to the Authority as a Subscriber. As used in this section, local agency shall mean a county, a city, whether general law or chartered.

7.02.2 This Agreement may be amended at any time by the two/thirds (2/3) agreement of the then existing Members, evidenced by the execution of a written amendment to this Agreement.

7.03 Consents and Approvals. Any consents or approvals required under this Agreement shall not be unreasonably withheld.

7.04 Enforcement of Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

7.05 Severability. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.06 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

7.07 Assignment. No Member shall assign any rights or obligations under this Agreement without the prior written consent of all other Members.

7.08 Governing Law. This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

7.09 Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

7.10 Counterparts. This Agreement may be executed in counterparts.

7.11 No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than the SYSTEM JPA and its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party=s performance or non-performance under this Agreement, except as expressly provided otherwise herein.

7.12 Filing of Notice of Agreement. Within 30 days after this Agreement becomes effective, the Board shall file with the Secretary of State the notice of Agreement required by section 6503.5 of the Act.

7.13 Conflict of Interest Code. The Board shall adopt a conflict of interest code as required by law.

7.14 Indemnification. The Authority shall defend, indemnify and hold harmless each of the Members from any and all claims, losses, suits, injuries, damages, costs and expenses, including attorney's fees, arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees, to the extent of the Authority's negligence or willful misconduct. The indemnity granted under this section shall extend to the officers, agents, employees and contractors of each indemnified party.

7.15 Dispute Resolution/Legal Proceedings. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority. If any action at law or in equity is brought to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.lacounty.gov

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

January 9, 2007

The Honorable Board of Supervisors
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF REGIONAL INTEROPERABILITY STEERING COMMITTEE'S GOVERNANCE BOARD AND JOINT POWERS OF AUTHORITY, AMENDMENT TO AGREEMENT WITH RCC CONSULTANTS, INCORPORATED, AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (ALL DISTRICTS AFFECTED) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve, in concept, the attached draft Regional Interoperability Steering Committee (RISC) Governance Board (Attachment I) and Joint Powers of Authority (JPA) (Attachment II) and authorize the Chief Administrative Officer (CAO) or designee, to execute a JPA with RISC substantially similar to the agreement shown in Attachment II.

2. Support legislation and/or administrative action which would provide funding to implement a new technical standard for public safety interoperability communications in the Los Angeles Region.

3. Authorize the Sheriff's Department, as an agent of the County, to accept grant funds, upon award notification, in the amount of $2,500,000 from the U.S. Department of Homeland Security, Office of Domestic Preparedness (ODP) provided to the City of Los Angeles under the federal Fiscal Year 2006 Urban