



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

August 3, 2010

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

9 August 3, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

REQUEST FOR BUDGET AUTHORIZATION AND RELATED ACTIONS TO PROVIDE FUNDING IN FISCAL YEAR 2010-11 FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PROJECT (ALL DISTRICTS AFFECTED) (4-VOTES)

SUBJECT

Board approval to establish the Los Angeles Regional Interoperable Communications System Project budget unit and to provide funding and positions for the Los Angeles Regional Interoperable Communications System Project in Fiscal Year 2010-11.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the establishment of the Los Angeles Regional Interoperable Communications System Project budget unit to be jointly managed by the Chief Executive Officer and Los Angeles Regional Interoperable Communications System Joint Powers Authority.
2. Approve an appropriation adjustment (Attachment A) transferring \$17.761 million from the Designation for Interoperability and Countywide Communication to the Los Angeles Regional Interoperable Communications System Project budget, services and supplies appropriation, of which \$7.761 million will be used to offset the cost of staff positions, contracts, a lease agreement and office expenses; and \$10 million will be used to provide a cash flow advance for the development of the initial communication infrastructure for the Los Angeles Regional Interoperable Communications System Project.

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Intra-County Correspondence Sent Electronically Only*

"To Enrich Lives Through Effective And Caring Service"

3. Delegate authority to the Chief Executive Office to prepare and execute an Agreement (Attachment B) and Memorandum of Understanding (Attachment C), substantially similar to the attached sample Agreement and Memorandum of Understanding with the Joint Powers Authority. This will allow the Los Angeles Regional Interoperable Communications System Authority to access the project budget and enable the County of Los Angeles to provide staffing and other services to the Los Angeles Regional Interoperable Communications System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles Regional Interoperable Communications System (LA-RICS) Project is governed by a Joint Powers Authority (Authority) created in 2009 to oversee development of a shared, secure communications infrastructure that will support more than 34,000 first responders and local mission-critical personnel within the Los Angeles region. A permanent management and organizational structure was recently approved by the Authority to manage the day-to-day development of the LA-RICS. The purpose of the recommended actions is to provide \$17,761,000 in funding to support LA-RICS' operating expenses in Fiscal Year (FY) 2010-11.

The \$17,761,000 will be allocated as follows:

- \$1,800,000 in estimated costs for 14 staff positions for LA-RICS. These positions will be responsible for managing LA-RICS and providing administrative support to the Authority. Staff will be provided by the County of Los Angeles (County), City of Los Angeles (City) and/or other Authority members. Ordinance authority for those positions being filled by County employees will be handled in accordance with County Code Section 6.06.020. Individuals hired from another agency or by non-Authority members will be handled via an agreement or direct personal services contract fully offset by funding from LA-RICS.
- \$3,411,000 in estimated costs for flexible technical staff and other subject matter experts whose assignment to LA-RICS will depend on the development phase of LA-RICS.
- \$1,900,000 to continue consulting contracts with Deltawrx and RCC Consultants, Inc. These companies provide the County with project management and LA-RICS system-related services through a Delegated Authority Agreement executed by the Chief Executive Officer. This contract cost will be billed to the budget unit proposed herein. This process will ensure all LA-RICS related costs are monitored and accounted for in a single budget unit.

- \$650,000 for Services and Supplies including the continuation of the LA-RICS office lease agreement.
- \$10 million as a cash flow advance to provide funding for development of the initial communication infrastructure for LA-RICS. It is necessary to establish a reserve due to the multi-year nature of LA-RICS. This advance will be reimbursed from Federal and State grant funds approved for allocation to LA-RICS. Anticipated project activities necessitating the advance include communication equipment upgrades and site improvements that will facilitate the work of the primary system vendor when a firm is selected later this year. As cash flow patterns are developed for Project revenues and expenditures, we will inform your Board as to the adequacy of the cash flow advance and any opportunities to reduce this amount.

LA-RICS Status

To date the City, the County and 81 other cities have joined the Authority as members. The LA-RICS Request for Proposal (RFP) was released by the Authority on April 5, 2010. Responses to the RFP are due on August 4, 2010.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with principles of the Countywide Strategic Plan Goal 1: Operational Effectiveness - Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services and Goal 5: Public Safety – Ensure that the committed efforts of the Public Safety partners continue to maintain and improves to the highest level of safety and security standards for the people of Los Angeles County.

FISCAL IMPACT/FINANCING

An appropriation adjustment transferring \$17,761,000 from the Designation is required to offset the initial start-up cost, 14 staff positions and other operating expenses required for the LA-RICS. Included in this amount is a \$10 million cash flow advance, which will provide funding for the development of the initial communication infrastructure for the LA-RICS and which will ultimately be reimbursed by State and Federal grant funds.

Ordinance authority for those positions being filled by County employees will be handled in accordance with County Code Section 6.06.020, subject to final allocation by the CEO Compensation and Classification Division.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

With the establishment of the JPA in 2009, the Authority began the process of developing a unified administrative structure to manage and facilitate the progress of LA-RICS. In February 2010, an interim Task Force Leader and Deputy Task Force Leader were appointed to manage the project. On May 6, 2010, the Authority approved a permanent management and organizational structure for LA-RICS.

LA-RICS will begin operating as an independent entity on August 4, 2010 contingent on the approval of the operating budget by the Board. Currently the City, the CEO and the Fire Department have supported staffing levels to maintain the management team for the Authority. As the Authority begins operation and staff assumes various responsibilities within the management team, loaned resources will return to their departments. The Interim Director has identified four positions that are critical for the start-up of the Authority's Management Team. These positions will provide the base from which the new Director can build. Once the proposals for the radio/broadband project have been received and evaluated, a needs assessment will be made to determine additional positions, above the initial four, required to staff the management team. It is estimated that requests for staffing levels above the four positions will be made through the CEO's office in early 2011. During the process, the Director may request additional staffing from the CEO's office after the needs assessment is completed. This phased approach to staffing the management team will provide the County and the Authority flexibility and increased efficiencies.

Currently there are three funding sources that support LA-RICS staff. County employees are funded primarily by the CEO from the Designation with some staff costs offset by grant funds. The City's staff is funded by the City, fully offset by grant funds. The County's Fire Department is providing staff at its own expense with no reimbursement from either the County General Fund or grants.

While the initial funding arrangements continue to exist, it was determined that all funding sources should be managed and accounted for in a JPA budget and expended as directed by the LA-RICS Board of Directors. Therefore, an LA-RICS budget unit is being established to account for LA-RICS' revenues and expenditures and for reporting and auditing purposes. A formal Agreement and MOU is required to enable LA-RICS, a separate JPA, to access the new General Fund LA-RICS Budget and for the County to continue to provide staffing and other services to LA-RICS.

The Honorable Board of Supervisors
August 3, 2010
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the attached budget adjustments and other actions will enable the continuation of funding of the important work of LA-RICS.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer to return a copy of the adopted board letter to:

LA-RICS
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attention: Scott Poster

Respectfully submitted,



William T Fujioka
Chief Executive Officer

WTF:BC:JAW
SW:cc

Attachments (3)

c: Executive Office, Board of Supervisors
County Counsel
Sheriff
Auditor-Controller
Fire
Internal Services
Treasurer and Tax Collector

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF CHIEF EXECUTIVE OFFICE

DEPT'S. No. 060
AUGUST 3, 2010

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-11
4 - VOTES

SOURCES

Chief Executive Office
Los Angeles Regional Interoperable Communications System (LA-RICS)
A01-3071
DES for Interop & Countywide Comm - \$17,761,000
Decrease Designation

USES

Chief Executive Office - Los Angeles Regional Interoperable Communications System (LA-RICS)
A01-CB-13780-2000 - \$7,761,000
Services and Supplies
Increase Appropriation

Chief Executive Office - Los Angeles Regional Interoperable Communications System (LA-RICS)
A01-3023 - \$10,000,000
Reserve for Long-term Loans Receivable
LA-RICS

SOURCES TOTAL: \$17,761,000

Increase Reserve

USES TOTAL: \$17,761,000

JUSTIFICATION

To fund the staffing, start-up costs, contracts and infrastructure for the LA-RICS Project.

ADOPTED
BOARD OF SUPERVISORS

Shiela Williams, Manager, CEO

CHIEF EXECUTIVE OFFICER'S REPORT

9

AUG 3 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR -

ACTION

APPROVED AS REQUESTED ✓

AS REVISED

✓

RECOMMENDATION

July 27 2010

2010

CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER BY

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

20

NO. 009

July 27 2010

BY

DEPUTY COUNTY CLERK

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2010, by and between the County of Los Angeles ("County") and the Los Angeles Regional Interoperable Communications System Authority (the "Authority").

RECITALS

WHEREAS, the Authority is desirous of contracting with the County for the performance of the hereinafter described services by the County through its Department of _____ (the "Department");

WHEREAS, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

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

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the assignment of one or more Department employees listed on Exhibit B (List of Employees and Services) attached hereto and incorporated herein by this reference, to provide services to the Authority to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Department under the Charter of said County and statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Department, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2 The Department will be responsible for all payroll, personnel and other administrative functions for their employees assigned to perform services for the Authority hereunder.

2.3 The Authority will provide functional day-to-day supervision of the employee(s) assigned, specify their duties, establish working hours, and other matter incidental to the direct supervision of the employee(s).

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

2.5 The Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 CONTRACT PROVISIONS

3.1 Notwithstanding any other provision of this Agreement, the Department may forthwith cancel the provision of services under this Agreement if it concludes that it has insufficient available personnel to provide the services required by this Agreement and to perform its other duties as required by law.

3.2 In the event of the foregoing circumstance, the Department will provide at least ten (10) days notice of his inability unless circumstances preclude him, as a practical matter, from giving at least ten (10) days notice, in which event the Department shall provide such notice of less than ten (10) days as is feasible and practical under the circumstances.

4.0 DEPLOYMENT OF PERSONNEL

The employee(s) assigned and the services performed hereunder and specifically requested by the Authority shall be indicated in Exhibit A (Memorandum of Understanding) and Exhibit B (List of Employees and Services), attached hereto and incorporated herein by this reference. To the extent of the terms of any attachment to this base document may conflict with the terms of this base document, the terms of the this base document shall prevail.

5.0 CONTRACT SUM

5.1 For and in consideration of the rendition of the services to be performed by the County for the Authority under this Agreement, the Authority shall pay the County for said services according to the prevailing direct salary and employee benefit costs as determined by the County's Auditor-Controller for the current fiscal year.

5.2 The aforementioned costs, as determined by the County's Auditor-Controller, shall be adjusted annually to reflect changes in direct salary and employee benefit costs, as adopted by the Board of Supervisors.

5.3 Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County's Board of Supervisors.

6.0 PAYMENT PROCEDURES

6.1 County shall render to the Authority a summarized monthly invoice which details all services performed under this Agreement, and the Authority shall pay County within sixty (60) days after date of said invoice.

6.2 Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County's Auditor-Controller.

6.3 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

6.4 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed. After ninety (90) days, invoices deemed uncollectible shall be forwarded to the Referral Section of the Los Angeles County Department of Collections for appropriate action.

6.5 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, County may satisfy such indebtedness, including interest thereon, from any funds of the Authority on deposit with County without giving further notice to the Authority of County's intention to do so.

7.0 INDEMNIFICATION

7.1 Both parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

7.2 All persons employed in the performance of the services provided under this Agreement shall be County employees.

7.3 The Authority shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County personnel performing services hereunder or any liability other than provided for in this Agreement.

7.4 Except as herein otherwise specified, the Authority shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Authority, unless such injury or sickness is proximately caused by acts or omissions of the Authority, its officers, agents or employees.

7.5 Neither party hereto shall be liable for any damages or liability proximately resulting from the negligent or wrongful acts or omission of the other party's employees or agents in the

performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.

7.6 No officer or employee of the Authority will be personally liable to County, in the event of any default or breach by the Authority or for any amount that may become due County.

8.0 TERM OF CONTRACT

8.1 Unless sooner terminated as provided for herein, this Agreement shall be effective _____, 2010, and shall remain in effect until _____, 2011.

8.2 At the option of County and with the consent of the Authority, this agreement may be renewable for successive periods of not to exceed five (5) years each.

9.0 RIGHT OF TERMINATION

9.1 Notwithstanding any provision hereof to the contrary, County or the Authority may terminate this Agreement upon notice in writing to the other party of not less than sixty (60) day prior thereto.

9.2 The Department also reserves the right of termination as set forth in Section 3.2 above.

10.0 ENTIRE AGREEMENT

10.1 This writing, including the Exhibits and attachments hereto, embodies the whole of this Agreement. There are no oral or other agreements between the parties regarding the subject matter of this Agreement other than those expressed herein. No addition to or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the Authority has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
José Silva
Principal Deputy County Counsel

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE _____ DEPARTMENT OF

THE COUNTY OF LOS ANGELES AND

THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY

The Los Angeles Regional Interoperable Communications System Authority (the "Authority") and the _____ Department (the "Department") of the County of Los Angeles ("County"), pursuant to the terms and provisions of that certain Agreement to Provide Services dated _____, 2010 (the "Master Agreement") and entered into by and between the Authority and the County for services through the Department, now agree hereunder to the following duties and functions commencing on _____, 2010:

- A. The Director of the Authority is hereby designated as the contact officer for all matters relating to the Department's performance of its obligations under the Master Agreement. The Department shall not take direction from any Authority employee or official other than the contact officer (or his/her designee).
- B. The principal contact officer for the Department shall be the Director of the Department (or his/her designee).
- C. All notices, requests, demands, or other communications under this Memorandum of Understanding will be in writing. Notice will be sufficiently given for all purposes as follows:
 1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 2. 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.
 3. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. 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.
 5. 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.

6. Addresses for the purpose of giving notice are as follow:

[SET FORTH CONTACT INFORMATION]

With a copy to:

- D. 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.
- E. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Memorandum of Understanding.

1.0 SCOPE OF WORK

The Department and the Authority will enter into agreement regarding the services of ____ () full time equivalent _____ position to assist the Authority in _____.

2.0 RESPONSIBILITIES

The Department and the Authority's duties and responsibilities for the term of this Memorandum of Understanding are as follows:

2.1 _____ DEPARTMENT

- 2.1.1 Assigning one or more full-time employees pursuant to this Memorandum of Understanding from the list of positions attached hereto as Exhibit ____ (List of Positions) and incorporated herein by this reference..

- 2.1.2 Providing all personnel and payroll services for the Department employee(s) providing services under the Master Agreement.
- 2.1.6 Records of the Department's time pertaining to the project, and records of accounts between the Authority and the Department, will be kept on a generally recognized accounting basis. The Department will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the Authority during normal working hours. The Department will maintain these records for three years after final payment.

2.2 AUTHORITY

- 2.2.1 Providing reimbursement for direct salary and employee benefit costs. Notwithstanding any provision hereof to the contrary, no overhead or other administrative costs will be reimbursed by the Authority.
- 2.2.2 Day-to-day functional supervision of the employee(s) including determining assignments, establishing working hours, and other functions required to supervise the employee(s).

3.0 MATERIALS AND EQUIPMENT

The purchase of all materials and equipment to provide the required services will be provided by the Authority.

4.0 OVERTIME

The Authority shall provide, when available and necessary, reimbursement for optional overtime for the assigned employee(s) as determined by the Authority. Prior to performing any overtime work, the Authority shall provide written authorization (memorandum, fax, or email) for the time expenditure. If the overtime work exceeds the Department's estimate, the Authority's Project Manager or assigned designee must be notified and approve the excess cost.

Changes to this Memorandum of Understanding can be made pursuant to agreement by the designated contact officers.

The Authority and the County, through its _____ Department, has acknowledged and agreed that the services set forth in this Memorandum of Understanding shall be deemed to be a part of the Master Agreement.

EFFECTIVE this _____ day of _____, 2010.

The Los Angeles Regional Interoperable Communications System Authority

By: _____

The _____ Department of the County of Los Angeles

By: _____