



# Board of Supervisors Public Safety Cluster Agenda Review Meeting

**DATE:** October 2, 2024

**TIME:** 9:30 a.m. – 11:00 a.m.

**MEETING CHAIR:** Steven Edwards, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Dardy Chen

**THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)**

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment.  
The meeting chair will determine the amount of time allowed for each item.  
**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

**1. CALL TO ORDER**

**2. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

**A. BOARD LETTER:**

Approval of User Agreement for Subscribers with the Los Angeles Regional Interoperable Communications System Authority for Use of the Land Mobile Radio System and Appropriation Adjustment for Fiscal Year 2024-25  
Speaker(s): Nicholas Berkuta, Todd Denerson, Timothy Guloy and Mike Inman (FIRE)

**B. BOARD LETTER:**

Approve User Agreement for Subscribers with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority for Use of the Land Mobile Radio (LMR) System and Appropriation Adjustment for Fiscal Year 2024-25

Speaker(s): David Sum (SHERIFF'S)

**C. BOARD LETTER:**

Thirteen-Year and Six-Month Lease – Sheriff's Department – 100 Universal City Plaza, Universal City

Speaker(s): Alexandra Nguyen-Rivera (CEO)

**3. PRESENTATION/DISCUSSION ITEM(S):**

**A. BOARD BRIEFING:**

PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING

Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

**4. PUBLIC COMMENTS**

**5. ADJOURNMENT**

**CLOSED SESSION ITEM(S):**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Gabrielle Bynum v. County of Los Angeles, et al.**

United States District Court Case No. 2:21-CV-04453

Department: Sheriff's

**6. UPCOMING ITEM(S) FOR OCTOBER 9, 2024:**

**A. BOARD LETTER:**

Approval of a Contract with Northwest Professional Consortium, Inc. to Provide Program Evaluation Services Under the Juvenile Crime Prevention Act for the Los Angeles County Probation Department

Speaker(s): Robert Smythe and Sharon Hawkins (PROBATION)

**B. BOARD LETTER:**

Approval of Contract with Interquest Detection Canines to Provide Canine Contraband Detection Services for the County of Los Angeles Probation Department

Speaker(s): Robert Smythe and Eric Strong (PROBATION)

**C. BOARD LETTER:**

Approval of a Standardized Contract with Community-Based Organizations to Provide System Navigation Services to Adult Probationers

Speaker(s): Robert Smythe and Mary Ann Smiley (PROBATION)

**D. BOARD LETTER:**

Approval of Expenditure Increase to Contract Number FR10588 with Absolute Security International, Inc., DBA: Absolute International Security

Speaker(s): Tom Brown, David Breen and Mike Inman (FIRE)

**E. BOARD LETTER:**

Request Authorization for the Acquisition of One Heavy Haul Transport and One Freightliner Helitender

Speaker(s): Robert Gaylor, Darren Beaty, and Dennis Breshears (FIRE)

**F. BOARD LETTER:**

Approval of Sole Source Acquisition of 240 ZOLL X Series Advanced Cardiac Monitors/Defibrillators

Speaker(s): Dr. Clayton Kazan and Dr. Saman Kashani (FIRE)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/2/2024		
<b>BOARD MEETING DATE</b>	10/22/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	FIRE		
<b>SUBJECT</b>	Approval Of User Agreement For Subscribers With The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority For Use Of The Land Mobile Radio (LMR) System		
<b>PROGRAM</b>	LA-RICS System with neighboring counties and cities.		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Obligation to pay monthly subscriber fees is effective July 1, 2024.		
<b>COST &amp; FUNDING</b>	Total cost:	\$1,790,000.00	Funding source:
			SVCS - 40431
	TERMS (if applicable): The subscriber fees will be charged on monthly basis.		
	Explanation: The District has calculated the total number of devices that will utilize the LMR system to determine the monthly and total annual subscriber fees cost.		
<b>PURPOSE OF REQUEST</b>	To authorize the Fire Chief to execute and amend the User Agreement for subscribers for the use of the LMR System with the LA-RICS Authority.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The LA-RICS LMR System was completed and achieved final acceptance in November 2023. Approval of the User Agreement will allow the District to operate hand-held and mobile radios, consoles, consolettes, modems, mobile data computers, smartphones with Push-to-Talk (PTT) functionality, and other equipment on the LMR System. As a self-funded Special District, the District, is requesting Board approval of its User Agreement separately from County General Fund departments, which are submitting for Board approval of their User Agreements under separate cover.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Marissa Martin Jensen, Administrative Services Manager II Phone: (323) 881-6173, <a href="mailto:Marissa.MartinJensen@fire.lacounty.gov">Marissa.MartinJensen@fire.lacounty.gov</a>		



# COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)

**BOARD OF SUPERVISORS**  
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FIFTH DISTRICT

October 22, 2024

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

Dear Supervisors:

**APPROVAL OF USER AGREEMENT FOR SUBSCRIBERS WITH THE  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY FOR USE OF THE  
LAND MOBILE RADIO SYSTEM AND APPROPRIATION ADJUSTMENT FOR FISCAL  
YEAR 2024-25  
(ALL DISTRICTS) (4 VOTES)**

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

**SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval of the enclosed User Agreement for subscribers with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority for use of the Land Mobile Radio system (LMR System). The user agreement allows the District to utilize the LMR System built by the LA-RICS Authority as its radio and data communication system for a monthly fee of \$20 per device.

The District also requests Board approval of an appropriation adjustment to reallocate \$1,790,000 from the District's Appropriation for Contingencies to the District's Special Services Budget Unit's Services & Supplies (S&S) appropriation for LA-RICS subscription fee costs.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF  
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHAY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
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HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

1. Approve and delegate authority to the Fire Chief, or his designee, to finalize and execute in substantially similar form, the enclosed User Agreement for subscribers for use of the LMR System with the LA-RICS Authority, at the monthly rate of \$20 per device.
2. Approve a Fiscal Year 2024-25 Appropriation Adjustment to reallocate \$1,790,000 from the District's Appropriation for Contingencies to the District's Special Services Budget Unit's S&S appropriation to pay the monthly subscription fee.
3. Delegate authority to the Fire Chief, or his authorized designee, to execute amendments to the User Agreement for subscribers in order to effectuate any needed changes, modifications, or amendments to this agreement, including to update the exhibits; effectuate any increases or decreases to the monthly rate per device, provided the District has funding in its budget to cover any changes in cost; add or revise agreement provisions; and to terminate the agreement, either in whole or in part, by the provision of a 90-day written notice; all with approval as to form by County Counsel.

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

The LA-RICS' LMR System is a County-wide trunked and conventional radio system designed to provide local, state, and federal public-safety first-responders the ability to seamlessly communicate intra-agency and inter-agency across the County. The LMR System was completed and achieved final acceptance in November 2023 and is currently in its final year of warranty. The District has been testing and using the LA-RICS Authority's LMR System network since that time. Beginning July 1, 2024, payment for usage of the LMR System is required on a per device basis. The \$20 cost allows the District to operate hand-held and mobile radios, consoles, consolettes, modems, mobile data computers, smartphones with Push-to-Talk (PTT) functionality, and other equipment on the LMR System. The District has replaced primary use of its end-of-life legacy system with the LA-RICS' LMR System. The LA-RICS' LMR System is a robust Public Safety Grade system made up of a 58-site network, of which many are located on County owned and/or controlled property. The LMR System was designed for County-wide coverage and has a huge capacity for interoperability, while withstanding environmental and artificial threats. Each LMR site location is designed to withstand high winds and earthquakes and utilizes an emergency generator sized to support the full equipment load and a future growth factor as well as battery backup, in the event permanent power goes out because of a weather or fire event.

Operating on the LMR System maximizes the District's effectiveness of field operations to support the timely delivery of customer-oriented public safety services that allow interoperability with emergency medical services (hospitals, ambulances, etc.), other fire, safety, and mutual-aid agencies in the region as well as with schools, universities, city/county public works, federal, State and other local partners, all while serving the 10 million residents in Los Angeles County. The District's firefighting communications and interoperability mutual aid in the region has significantly improved since the District has transitioned to the LA-RICS' LMR System.

The District, along with hundreds of local, State, and federal users, operated flawlessly on the LA-RICS LMR System during the 2022 Super Bowl at Sofi Stadium. The District expects to continue operating on the LMR System network during the 2026 World Cup, the 2027 Super Bowl, and the 2028 Summer Olympics. For day-to-day operations, the LMR System is interoperable with other public safety and mutual-aid agencies via the P25 Standard Inter-RF Subsystem Interface (ISSI) and the Los Angeles Regional Tactical Communications Subsystem (LARTCS). The LMR System is already connected to the Interagency Communications Interoperability (ICI) system, and plans are in place to connect with the Los Angeles Police Department, the Los Angeles Port Police, Los Angeles World Airport Police, and the Long Beach Police Department, in the near future. Additionally, the LMR System will connect to the State of California via the Motorola Solutions Critical Connect System.

The LA-RICS LMR System is made up of several subsystems, including the following subsystems that offer greater and/or more unique functionality to the District:

1. ACVRS (Analog Conventional Voice Radio Subsystem) – District went from 12 channels to 33 new analog channels, which are used for primary voice dispatch and command channel operations. This included additional communication sites improving the coverage from outdoor to indoor as well as new coverage areas in the wildland and forest areas in support of interoperability during fires.
2. LARTCS - This communication system is used for interoperability for the region. Over 102 fire agencies participate in regional tactical operations since 2008 and have signed an interoperable MOU between them. With the LARICS LMR System, the interoperability has significantly improved from gateway patching channels together to a full regional communication system in every frequency band. The LMR System also expands coverage from 13 sites to 28 sites, improving wildfire radio coverage in the wildland areas. The LMR System has also improved existing mutual aid channels with two new County-wide Low Band channels, five new countywide UHF channels, and five new County-wide 800MHz channels that are managed and assigned through the District and the Los Angeles County Sheriff's Department dispatch centers.
3. NBDN (Narrowband Data Network) - This system is used as the primary data dispatching system for every fire vehicle and fire station. It provides backup to cellular data systems when the cellular systems go down during wildfires and provides fill in coverage in wildland areas that have no cellular coverage. The District's existing data coverage went from 11 channels to 22 new channels with the LMR System implementation, with increased capacity.
4. DTVRS (Digital Trunked Voice Radio Subsystem) – This is a new UHF/700MHz P25 digital radio system that provides the District with 100 new talk group radio channels for general dispatch, Lifeguard Dispatch, SoFi Stadium Dispatch, and general purpose radio traffic. DVTRS also provides new Cellular PTT applications, Console Sub System Interface with the Zetron Radio Console system, and ISSI connection to other agency P25 radio systems for interoperability (e.g., ICI, LA City, Long Beach, CWIRS, CHRIS, and STARS).

**Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County’s Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County’s fiscal strength through long-term planning. The User Agreement ensures the District has access to interoperable communications via a state-of-the-art radio communications system built entirely by grants while allowing District personnel to perform their duties in a reliable and secure manner.

**FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County’s General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The estimated first-year cost is \$1,790,000, which consists of a monthly rate of \$20 per device for an estimated total of 7,456 devices transmitting on the LA-RICS LMR System.

<b>SUBSCRIBER</b>	
Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$20
Number of Subscriber's Radios (portables, mobiles, and fixed)	6,539
Number of Subscriber's Consoles	1
Number of Subscriber's Consolettes	6
Number of Subscribers Modems (Narrowband Mobile Data Network)	800
Number of Subscriber's Other Equipment	0
<b>SUB-TOTAL MONTHLY FEES:</b> (\$20 x Each Device, Radio, Console, Consolette, Modems, and Other Equipment including smartphones with PTT functionality)	<b>\$146,920</b>

<b>CACHE RADIOS</b>	
Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, and other equipment including smartphones with PTT functionality)	\$20
Number of Subscriber's Cache Radios (portables, mobiles, and fixed)	110
<b>TOTAL POTENTIAL MONTHLY FEES (IF USED):</b> (\$20 x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	<b>\$149,120</b>



Approval of the attached appropriation adjustment will reallocate \$1,790,000 from the District's Appropriation for Contingencies to the District's Special Services Budget Unit's S&S appropriation to pay the estimated annual LA-RICS subscription costs. The District will continue to allocate the funds required to continue using the LMR System services throughout the duration of the User Agreement for subscribers.

There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Currently, the District is operating on the LA-RICS network and thus the User Agreement reflects an effective date of payment commencing July 1, 2024. Approval of the recommended actions will ensure uninterrupted radio and data communications services for District. County Counsel has reviewed the recommended User Agreement for subscribers and approves as to form.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter Approval," the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

### **ENVIRONMENTAL DOCUMENTATION**

This acquisition is exempt from CEQA as it will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA guidelines.

### **CONTRACTING PROCESS**

The LA-RICS Authority and the District will enter into Agreement Number: LA-RICS-SUB-19 for the LMR System User Agreement for subscribers.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will ensure District's continued use of the LMR System and the uninterrupted public-safety communications in the region that are critical in allowing the District to conduct its day-to-day operations, respond to members of the public, and for mutual-aid.

### **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachment to the following office:

Consolidated Fire Protection District of Los Angeles County  
Executive Office, Business Operations  
Attention: Marissa Martin Jensen, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.MartinJensen@fire.lacounty.gov](mailto:Marissa.MartinJensen@fire.lacounty.gov)

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

REVIEWED BY:

PETER LOO  
CHIEF INFORMATION OFFICER

ACM:pa

Enclosures

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel  
LA-RICS Authority



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

**USER AGREEMENT  
FOR  
SUBSCRIBERS**

**CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY**

**AGREEMENT NO.: LA-RICS-SUB-19**

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**EXHIBITS**

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

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

This User Agreement ("**Agreement**") is hereby entered into on \_\_\_\_\_ by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, referred to herein as "**Authority**" and the **Consolidated Fire Protection District of Los Angeles County**, referred to herein as "**User**." Together, Authority and User shall collectively be referred to as the "Parties."

**RECITALS**

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

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

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

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

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

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

**WHEREAS**, User desires to enter into this Agreement to use the LMR System, as a **Subscriber**, to support its mission and operations.

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

**AGREEMENT**

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

## **1. AUTHORITY RESPONSIBILITIES**

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

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

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

## **2. USER RESPONSIBILITIES**

User is a Subscriber and hereby agrees:

- 2.1. To pay Authority all fees for the LMR System services in the agreed upon timeframe defined in Section 3 (Billing) of this Agreement.
- 2.2. To keep Authority apprised as to the number of Subscriber Radios utilizing the LMR System. Activated Radios not removed from the LMR System by Subscriber shall continue to be charged to Subscriber at the agreed upon service rate.

- 2.2.1. Subscriber shall notify Authority within fifteen (15) days if there is a change to the number of Subscriber radios set forth in Exhibit C (LMR System Rate Schedule) as referenced in Section 1.4 of this Agreement.
- 2.3. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:  
  
<https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47>
  - 2.3.1. Subscriber shall be responsible for the installation, maintenance, repairs, and software upgrades required of Subscriber-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios. If a Subscriber does not have the resources for installing, maintaining, or repairing the Subscriber-owned equipment, then Subscriber may enter into a separate agreement for required services with Authority.
  - 2.3.2. Subscriber is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Subscriber's fixed equipment operating on the LMR System frequencies.
- 2.4. Subscriber enters into this Agreement with the understanding and acknowledgement that Subscriber is responsible for training and educating its users regarding the proper use of Radios on the LMR System.
  - 2.4.1. Subscriber enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Subscriber understands and acknowledges that recording of the Subscriber's Radio audio for Subscriber's use is the responsibility of the Subscriber. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.
  - 2.4.2. Subscriber must provide copies of Subscriber's Radio codeplugs for Authority to reference for troubleshooting purposes. Updated codeplugs shall be submitted to Authority prior to distribution of Subscriber's Radios.
  - 2.4.3. It is Subscriber's responsibility to provide written notice to Authority Designated Administrator and/or its Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen Radios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.



- 2.4.4. It is the responsibility of Subscriber to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Subscriber's operations.
- 2.5. Subscriber enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Subscriber will need and use Authority approved and compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz trunked operation, Subscriber's subscriber equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.6. Not to lease, loan, give or provide in any form Subscriber-owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party for their use on the LMR System without prior approval from Authority.
- 2.7. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.
- 2.8. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. Subscriber is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.9. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.10. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Subscriber of all such policies.

### **3. BILLING**

- 3.1. If User is a Subscriber, Subscriber agrees to pay Authority monthly starting July 1, 2024 ("Commencement Date") for the use of the LMR System ("**Monthly Fee(s)**"). The actual amount of Monthly Fees will be determined by the number of active Radios and/or radio equipment registered on the LMR System in accordance with Section 1.4 and Exhibit C (LMR System Rate Schedule) of this Agreement.

- 3.2. Payment of Monthly Fees for Subscribers using the LMR System will be electronically transferred from Subscriber to Authority. The Subscriber is required to complete Section 2 of Exhibit D (County of Los Angeles Treasurer and Tax Collector Authorization for Automated Clearing House (ACH) Credits Form) and share a copy of the confirmation letter from Treasurer and Tax Collector (TTC) for account establishment for this Agreement.
- 3.3. Subscriber will be billed monthly in arrears. Subscriber shall schedule the payment of invoices to Authority no later than thirty (30) days after receipt of said invoice. If errors are found in the invoice or Subscriber disputes the invoice charges or services rendered, Subscriber shall immediately notify Authority in writing. Partial payment of an invoice without Authority's approval is prohibited. Subscriber's failure to make timely payments in compliance with this section may result in action as defined in Section 4 (Right to Suspend and/or Revoke Use of LMR System).
- 3.4. It is Subscriber's responsibility to inform Authority of any changes in service, Radio counts, etc. in accordance with Section 2.2 of this Agreement.

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

- 4.1. If User is a Subscriber, Authority reserves the right to suspend and/or revoke Subscriber's ability to add/remove equipment, modify existing service or add a new service should Subscriber fail to make timely payment to Authority for the services rendered. If Subscriber fails to make any payment or fails to perform as required by any other provision hereunder, Subscriber will be notified in writing of the violation. Subscriber must correct the violation within 30 days of notice, or Authority may suspend and/or revoke Subscriber's service.
- 4.2. Notwithstanding the above, regardless of whether User is a Subscriber or Affiliate, Authority shall have the right to immediately suspend and/or revoke User's ability to use the LMR System, add/remove Radios, modify existing service or add a new service at any time if User fails to use the LMR System in accordance with rules and regulations of the FCC or if User fails to use the LMR System in accordance with applicable laws and regulations, including the terms of this Agreement, Authority policies or attachments thereto.

#### **5. RADIO PROGRAMMING**

- 5.1. All User's Radios shall be programmed for use on the LMR System in accordance with Section 2.3 of this Agreement.

System-soft keys may be provided, in the Authority's sole discretion, to User or independent private service shops providing a programming service to Users for radio programming of the LMR System frequencies into Users

owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment). System-soft key requests must be made in writing to Authority. User hereby agrees that system-soft keys will be surrendered immediately, if requested by Authority.

## **6. COVERAGE**

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

## **7. TALKGROUP PRIORITY**

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

### **7.1. Priority One – Emergency**

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

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

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

### **7.3. Priority Three – Extraordinary/Temporary**

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

**7.4. Priority Four – Medical Priority**

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

**7.5. Priority Five – Non-Mission Critical**

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

**7.6. Additional Priority Levels As Needed – Unassigned**

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

**8. WARRANTIES**

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

**9. AGREEMENT TERM – AUTOMATIC RENEWAL**

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

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

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

**10. INTERRUPTION OF SERVICE**

Authority shall not be liable to User, whether a Subscriber or Affiliate, or any other person for any loss of service or damage resulting therefrom, regardless of the cause. Authority does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to

causes beyond the control of Authority or its contractors and subcontractors, including, but not limited to, acts of God, acts of Governmental entities, acts of the public enemy, strikes, or severe weather conditions.

## **11. DESIGNATED ADMINISTRATORS**

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

- User Designated Administrator:

Agency Name  
Administrator Name  
Address  
Email  
Phone number

- User Designated Administrator Designee:

Agency Name  
Administrator Designee Name  
Address  
Email  
Phone number

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

- Authority Designated Administrator:

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

- Authority Designated Administrator Designee:

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

- LMR System Manager

LA-RICS  
Ted Pao  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
[tpao@lasd.org](mailto:tpao@lasd.org)  
(323) 881-8028

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

## **12. NOTICES**

- 12.1. Notices desired or required to be given pursuant to this Agreement or by any law shall be provided in the manner pursuant to this Section 12 (Notices), which may be updated from time to time.
- 12.2. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this Agreement shall be in writing, unless otherwise specified in Exhibit E (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
  - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
  - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
  - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
  - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given

by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

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

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

### **13. DISCLAIMERS**

13.1 User accepts the LMR System as-is, and assumes all risks and resulting liabilities, both known or unknown to User, arising from or connected with use of the LMR System, or as it relates to any obligations, terms or conditions in this Agreement.

13.2 Authority and its member agencies in the JPA, disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, for the LMR System provided by this Agreement. The Authority and its member agencies in the JPA, expressly disclaims and shall not be liable to the User for any and all losses or liabilities resulting from use of the LMR System or arising from or related to any obligations, terms or conditions in this Agreement, and User hereby waives all claims and recourse against the Authority and its member agencies in the JPA, except from claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the Authority, its member agencies in the JPA, its directors, officers, contractors, subcontractors, staff and agents.

### **14. INDEPENDENT STATUS**

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

### **15. ASSIGNMENT**

This Agreement is personal to Authority and the User, and, in the event the User shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate. Authority, may however, assign this Agreement to any

one of its member agencies in the JPA without prior consent of User, so long as such member agency agrees to perform and fulfill Authority's obligations herein.

**16. DEFAULT**

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

**17. WAIVER**

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

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

**18. INTERPRETATION**

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

**19. GOVERNING LAW, JURISDICTION, AND VENUE**

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



**20. SEVERABILITY**

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

**21. FACSIMILE REPRESENTATIONS**

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

**22. AMENDMENTS**

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

**23. ENTIRE AGREEMENT**

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

(Signature Page – following page)

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

**LOS ANGELES  
REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM  
AUTHORITY**

**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **LA-RICS RADIO USE PROTOCOLS**

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

### **1. GENERAL USE PROTOCOLS**

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

### **2. SERVICE IMPACT OUTAGE NOTIFICATIONS**

#### **2.1 Purpose or Objective**

Establishes the notification procedure prior to system upgrades.

#### **2.2 Protocol/Standard**

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

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

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

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

### **2.3 Recommended Procedure**

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

## **3. AUDIO LOGGING RECORDERS**

### **3.1 Purpose or Objective**

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

### **3.2 Technical Background**

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

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

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

### **3.3 Protocol/Standard**

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

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

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

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

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

#### 3.4 **Procedure**

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

#### 3.5 **Management**

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

## **TALKGROUP DETAILS**

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

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

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

## LMR SYSTEM RATE SCHEDULE

<b>SUBSCRIBER</b>	
Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$20
Number of Subscriber's Radios (portables, mobiles, and fixed)	6539
Number of Subscriber's Consoles	1
Number of Subscriber's Consolettes	6
Number of Subscriber's Modems (Narrowband Mobile Data Network)	800
Number of Subscriber's Other Equipment	0
<b>TOTAL MONTHLY FEES:</b> (\$20 x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	<b>\$146,920.00</b>

**Note:** This information is being collected for billing purposes. Additional information regarding Subscriber Devices will be required at the time of provisioning.

<b>CACHE RADIOS</b>	
Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$20
Number of Subscriber's Cache Radios (portables, mobiles, and fixed)	110
<b>TOTAL POTENTIAL MONTHLY FEES (IF USED):</b> (\$20 x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	<b>\$149,120.00</b>

**Note:** Cache radios will be billed pursuant to Section 1.5 of the User Agreement and only be charged when such cache units are brought into use on the LMR System pursuant to Section 1.4 of the User Agreement.



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

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

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

**SECTION 2 (TO BE COMPLETED BY VENDOR/COMPANY)**

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





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

**SECTION 3 (TO BE COMPLETED BY LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR)**

FINANCIAL INSTITUTION INFORMATION	
NAME OF RECEIVING DEPOSITORY FINANCIAL INSTITUTION:	TELEPHONE NUMBER:
ADDRESS:	
ROUTING TRANSIT/ABA NUMBER:	TYPE OF DEPOSITOR ACCOUNT: <input type="radio"/> CHECKING <input type="radio"/> SAVINGS
DEPOSITOR ACCOUNT TITLE:	DEPOSITOR ACCOUNT NUMBER:
<p>The Los Angeles County Treasurer and Tax Collector (TTC) hereby authorizes your Company to initiate ACH Credit Entries, as defined by the National Automated Clearing House Association Rules and Guidelines (Rules and Guidelines) to the designated bank account. The TTC may revoke this Authorization at any time by notifying your Company in writing. As defined by the Rules and Guidelines, your Company is the Originator and the TTC is the Receiver. Both your Company and the TTC agree to be bound by the Rules and Guidelines in effect at any given time for purposes of your Company's Origination of ACH Credit Entries for the Department/Court/Agency/District shown in Section 1.</p>	
<p>_____ <b>Office of the Treasurer and Tax Collector</b></p>	

**NOTIFICATION CONTACT LIST**

**1. LMR SYSTEM HELP DESK**

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

Phone No.: (323) 881-8260  
Email: [larics.incidents@la-rics.org](mailto:larics.incidents@la-rics.org)

**2. SERVICE AND EMERGENCY NOTIFICATIONS**

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

User  
Hugo J. Ballesteros  
Sr. Electronics Communications Tech.  
Command and Control Division  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
(323) 881-6124  
[HBallesteros2@isd.lacounty.gov](mailto:HBallesteros2@isd.lacounty.gov)

User Designee  
Command and Control Dispatch  
Battalion Chief  
Command and Control Division  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
(323) 881-6015  
[EDL-FIRE\\_CCBC@fire.lacounty.gov](mailto:EDL-FIRE_CCBC@fire.lacounty.gov)

August 28, 2024

COUNTY OF LOS ANGELES

### REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE DEPARTMENT

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE**

**FY 2024-25**

**4 - VOTES**

**SOURCES**

**USES**

**FIRE DEPARTMENT**

DA1-3303

APPROPRIATIONS FOR CONTINGENCIES

**DECREASE APPROPRIATION**

**1,790,000**

**FIRE DEPARTMENT - SPECIAL SERVICES BUDGET UNIT**

DA1-FR-2000-40100-40191

SERVICES & SUPPLIES

**INCREASE APPROPRIATION**

**1,790,000**

**SOURCES TOTAL**

**\$ 1,790,000**

**USES TOTAL**

**\$ 1,790,000**

**JUSTIFICATION**

This budget adjustment reflects a transfer of appropriation from Appropriation for Contingencies to Special Services Bureau Budget Unit's Services and Supplies appropriation – Equipment to pay the estimated annual subscription cost of LA-RICS.

**AUTHORIZED SIGNATURE**

JESSICA LINDSEY, ASM III, FMD

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

B.A. NO. \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

DATE \_\_\_\_\_

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/9/2024	
<b>BOARD MEETING DATE</b>	10/22/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff	
<b>SUBJECT</b>	<b>APPROVE USER AGREEMENT FOR SUBSCRIBERS WITH THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) AUTHORITY FOR USE OF THE LAND MOBILE RADIO (LMR) SYSTEM AND APPROVE AN APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (FY 2024-25, 4-VOTES)</b>	
<b>PROGRAM</b>	Communications	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$3,680,000	Funding source: Net County Cost
	TERMS (if applicable): N/A	
	Explanation: The estimated first-year licensing cost is \$5,340,000. This amount represents the monthly LMR subscription cost for 22,250 devices at \$20 per unit for one year. It is estimated that these costs will be offset by \$682,000 in legacy savings resulting from the decommissioning of conventional base radio base stations and \$978,000 in cost recovery from charges for services, resulting in a net cost impact to the Sheriff's budget of \$3,680,000.	
<b>PURPOSE OF REQUEST</b>	The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and delegation of authority to the Sheriff, or his authorized designee, to execute and enter into a User Agreement for Subscribers with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority for use of the Land Mobile Radio (LMR) system and approve an appropriation adjustment.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended actions will allow the Department, as well as other County departments, to utilize the LA-RICS LMR system for a monthly fee of \$20 per device. The LA-RICS Authority is a California Joint-Powers Authority (JPA) consisting of 24 member agencies who have focused on designing, building, implementing, and operating the LMR system, of which the County is the largest member agency in the JPA. The LMR system was completed and achieved final acceptance in November 2023, and is currently in its final year of warranty. Beginning July 1, 2024, payment for usage of the LMR System is required on a per device basis.	

	<p>The \$20 per-device cost allows the Department to operate radios, consoles, consolettes, modems, smartphones with push-to-talk functionality, and other equipment on the LMR system.</p> <p>The Department is in the process of transition from its legacy system to the LA-RICS LMR system. The LA-RICS LMR system is a robust Public Safety Grade (PSG) system network consisting of 58 existing transmission sites, many of which are located on County owned or controlled property. The LMR system was designed for County-wide coverage and a generous capacity for interoperability, while withstanding environmental and man-made threats. Each LMR site was built to withstand high winds and earthquakes and utilizes an emergency generator with sufficient capacity to support the full equipment load should the delivered electric power fail.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	David Sum, A/Commander, 562-345-4314, dcsum@lasd.org

October 22, 2024

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

Dear Supervisors:

**APPROVE USER AGREEMENT FOR SUBSCRIBERS WITH THE LOS ANGELES  
REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS)  
AUTHORITY FOR USE OF THE LAND MOBILE RADIO (LMR) SYSTEM  
AND APPROVE AN APPROPRIATION ADJUSTMENT  
(ALL DISTRICTS) (FY 2024-25, 4-VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and delegation of authority to the Sheriff, or his authorized designee, to execute and enter into a User Agreement for Subscribers with the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority for use of the Land Mobile Radio (LMR) system and approve an appropriation adjustment. The LA-RICS LMR system is a countywide trunked and conventional radio system designed to provide local, state, and federal public safety-first responders with seamless intra-agency and inter-agency radio communication across Los Angeles County. Upon the recommendation of the Office of the Chief Information Officer (ICIO), the Department is also seeking Board approval and delegation of authority for other County department heads, or their designees, to execute and enter into their own user agreements with LA-RICS, should those County departments desire to use the LMR system.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and delegate authority to the Sheriff, or his designee, to finalize and

execute in substantially similar form, the attached User Agreement for Subscribers for use of the LMR System with the LA-RICS Authority.

2. Delegate authority to the Sheriff, or his authorized designee, to execute amendments to the User Agreement for Subscribers in order to (1) effectuate any needed changes, modifications, or amendments to this agreement, including to update the exhibits; (2) effectuate any increases or decreases to the monthly rate per device, provided the Department has funding in its budget to cover any changes in cost, (3) add or revise agreement provisions, and (4) to terminate the agreement, either in whole or in part, by the provision of a 90-day written notice; all with approval as to form by County Counsel.
3. Approve and delegate authority to other County department heads, or their designees, to finalize and execute in substantially similar form, the attached User Agreement for Subscribers for use of the LMR System.
4. Delegate authority to other County department heads, or their authorized designees, to execute amendments to the User Agreement for Subscribers in order to (1) effectuate any needed changes, modifications, or amendments to this agreement, including to update the exhibits; (2) effectuate any increases or decreases to the monthly rate per device, provided the County departments have funding in their budgets to cover any changes in cost; (3) add or revise agreement provisions; and (4) to terminate the agreement, either in whole or in part, by the provision of a 90-day written notice; all with approval as to form by County Counsel.
5. Approve an appropriation adjustment to increase the Department's Services and Supplies in the amount of \$4,658,000, offset by the increase in revenue of \$978,000 from Other Charges for Services and \$3,680,000 from Provisional Financing Uses.

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

Approval of the recommended actions will allow the Department, as well as other County departments, to utilize the LA-RICS LMR system for a monthly fee of \$20 per device. The LA-RICS Authority is a California Joint-Powers Authority (JPA) consisting of 24 member agencies who have focused on designing, building, implementing, and operating the LMR system, of which the County is the largest member agency in the JPA. The LMR system was completed and achieved final acceptance in November 2023, and is currently in its final year of warranty. Beginning July 1, 2024, payment for usage of the LMR System is required on a per device basis.

The \$20 per-device cost allows the Department to operate radios, consoles, consolettes, modems, smartphones with push-to-talk functionality, and other equipment on the LMR system.

The Department is in the process of transition from its legacy system to the LA-RICS LMR system. The LA-RICS LMR system is a robust Public Safety Grade (PSG) system network consisting of 58 existing transmission sites, many of which are located on County owned or controlled property. The LMR system was designed for Countywide coverage and a generous capacity for interoperability, while withstanding environmental and man-made threats. Each LMR site was built to withstand high winds and earthquakes and utilizes an emergency generator with sufficient capacity to support the full equipment load should the delivered electric power fail.

Operating on the LMR system will maximize the effectiveness of the Department's field operations by supporting the efficient delivery of customer oriented public safety services and allow timely communication with other public safety agencies as well as with schools, universities, city/county public works, federal, state, and local partners, all while serving more than ten million residents of the County.

The Department, along with hundreds of local, state, and federal users, operated flawlessly on the LA-RICS LMR system during the 2022 Super Bowl at SoFi Stadium. The Department expects to continue operating on the LMR system network during the 2026 Soccer World Cup, the 2027 Super Bowl, and the 2028 Summer Olympics. For day-to-day operations, the LMR system is interoperable with other public safety agencies via the P25 Standard Inter-RF Subsystem Interface (ISSI) and Los Angeles Regional Tactical Communications Subsystem (LARTCS). The LMR system is already connected to the Interagency Communications Interoperability (ICI) system, and plans are in place to connect with the Los Angeles Police Department, the Port Police, Los Angeles International Airport Police, and the Long Beach Police Department in the near future. Additionally, the LMR system will connect to the State of California via the Motorola Solutions Critical Connect System.

The LA-RICS LMR system is composed of subsystems, including the following that offer enhanced functionality to the Department:

1. Analog Conventional Voice Radio Subsystem (ACVRS) – There are more analog radio sites over the current Department's analog radio system, improving coverage from outdoor to indoor, as well as new coverage areas in wildland and forest areas in support of interoperability during fires.



2. LARTCS - This communication system is used for interoperability within the region and is the primary interoperability gateway with law enforcement from outside of the County and with our federal partners.
3. Digital Trunked Voice Radio Subsystem (DTVRS) – This is a new UHF/700MHz P25 digital radio system that is the primary system for the Department and for interoperability with local law enforcement and fire agencies. Several hundred channels are now available to the Department, whereas only 59 channels were available in the legacy system. DTVRS also provides new cellular Push-to-Talk applications, Console Sub System Interface (CSSI) to the Zetron Radio Console system, and ISSI connection to other agency P25 radio systems for interoperability.

### **Implementation of Strategic Plan Goals**

The Services provided under the User Agreement support the County's Strategic Plan North Star 2: Foster vibrant and resilient communities, Focus Area Goal C, Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime, and supports law enforcement accountability and transparency.

Specifically, this ensures the Department and other County departments have access to a state-of-the art interoperable radio communication system built entirely by grant funding and which allows Department personnel and other County personnel to perform their public safety duties effectively and efficiently.

### **FISCAL IMPACT/FINANCING**

The estimated first-year cost is \$5,340,000. This amount represents the monthly LMR subscription cost for 22,250 devices at \$20 per unit for one year. It is estimated that these costs will be offset by \$682,000 in legacy savings resulting from the decommissioning of conventional base radio base stations and \$978,000 in cost recovery from Other Charges for Services, resulting in a net cost impact to the Sheriff's budget of \$3,680,000. Approval of the attached appropriation adjustment will transfer \$3,680,000 from Provisional Financing Uses to the Department's budget to cover these costs. Subscriptions required by other County departments that desire to use the LA-RICS LMR system will be addressed individually through their respective annual budgets.

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

The Department is presently operating on the LA-RICS network, and the Agreement

reflects an effective payment date commencing on July 1, 2024. Approval of the recommended actions will ensure uninterrupted radio communication services for the Department. County Counsel has reviewed and approved as to form the User Agreement for Subscribers.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter Approval," the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will ensure the Department's continued use of the LMR system and uninterrupted public safety communications throughout the region that are critical to the Department's day-to-day operations, including rendering and receiving mutual aid. Approval of this action will also afford the opportunity for other County departments to seamlessly communicate with the Sheriff's Department and others through the LMR system.

**CONCLUSION**

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ROBERT G. LUNA  
SHERIFF

PETER LOO  
CHIEF INFORMATION OFFICER



**LA-RICS**

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

**USER AGREEMENT  
FOR  
SUBSCRIBERS**

**COUNTY OF LOS ANGELES  
SHERIFF'S DEPARTMENT**

**AGREEMENT NO.: LA-RICS-SUB-20**

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**EXHIBITS**

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

DRAFT

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

This User Agreement ("**Agreement**") is hereby entered into on \_\_\_\_\_ by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, referred to herein as "**Authority**" and the **County of Los Angeles Sheriff's Department**, referred to herein as "**User**." Together, Authority and User shall collectively be referred to as the "Parties."

**RECITALS**

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

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

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

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

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

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

**WHEREAS**, User desires to enter into this Agreement to use the LMR System, as a **Subscriber**, to support its mission and operations.

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

**AGREEMENT**

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

## **1. AUTHORITY RESPONSIBILITIES**

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

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

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

## **2. USER RESPONSIBILITIES**

User is a Subscriber and hereby agrees:

- 2.1. To pay Authority all fees for the LMR System services in the agreed upon timeframe defined in Section 3 (Billing) of this Agreement.
- 2.2. To keep Authority apprised as to the number of Subscriber Radios utilizing the LMR System. Activated Radios not removed from the LMR System by Subscriber shall continue to be charged to Subscriber at the agreed upon service rate.

- 2.2.1. Subscriber shall notify Authority within fifteen (15) days if there is a change to the number of Subscriber radios set forth in Exhibit C (LMR System Rate Schedule) as referenced in Section 1.4 of this Agreement.
- 2.3. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:  
  
<https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47>
  - 2.3.1. Subscriber shall be responsible for the installation, maintenance, repairs, and software upgrades required of Subscriber-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios. If a Subscriber does not have the resources for installing, maintaining, or repairing the Subscriber-owned equipment, then Subscriber may enter into a separate agreement for required services with Authority.
  - 2.3.2. Subscriber is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Subscriber's fixed equipment operating on the LMR System frequencies.
- 2.4. Subscriber enters into this Agreement with the understanding and acknowledgement that Subscriber is responsible for training and educating its users regarding the proper use of Radios on the LMR System.
  - 2.4.1. Subscriber enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Subscriber understands and acknowledges that recording of the Subscriber's Radio audio for Subscriber's use is the responsibility of the Subscriber. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.
  - 2.4.2. Subscriber must provide copies of Subscriber's Radio codeplugs for Authority to reference for troubleshooting purposes. Updated codeplugs shall be submitted to Authority prior to distribution of Subscriber's Radios.
  - 2.4.3. It is Subscriber's responsibility to provide written notice to Authority Designated Administrator and/or its Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen Radios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.



- 2.4.4. It is the responsibility of Subscriber to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Subscriber's operations.
- 2.5. Subscriber enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Subscriber will need and use Authority approved and compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz trunked operation, Subscriber's subscriber equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.6. Not to lease, loan, give or provide in any form Subscriber-owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party for their use on the LMR System without prior approval from Authority.
- 2.7. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.
- 2.8. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. Subscriber is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.9. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.10. Subscriber enters into this Agreement with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Subscriber of all such policies.

### **3. BILLING**

- 3.1. If User is a Subscriber, Subscriber agrees to pay Authority monthly starting July 1, 2024 ("Commencement Date") for the use of the LMR System ("**Monthly Fee(s)**"). The actual amount of Monthly Fees will be determined by the number of active Radios and/or radio equipment registered on the LMR System in accordance with Section 1.4 and Exhibit C (LMR System Rate Schedule) of this Agreement.

- 3.2. Payment of Monthly Fees for Subscribers using the LMR System will be electronically transferred from Subscriber to Authority. The Subscriber is required to complete Section 2 of Exhibit D (County of Los Angeles Treasurer and Tax Collector Authorization for Automated Clearing House (ACH) Credits Form) and share a copy of the confirmation letter from Treasurer and Tax Collector (TTC) for account establishment for this Agreement.
- 3.3. Subscriber will be billed monthly in arrears. Subscriber shall schedule the payment of invoices to Authority no later than thirty (30) days after receipt of said invoice. If errors are found in the invoice or Subscriber disputes the invoice charges or services rendered, Subscriber shall immediately notify Authority in writing. Partial payment of an invoice without Authority's approval is prohibited. Subscriber's failure to make timely payments in compliance with this section may result in action as defined in Section 4 (Right to Suspend and/or Revoke Use of LMR System).
- 3.4. It is Subscriber's responsibility to inform Authority of any changes in service, Radio counts, etc. in accordance with Section 2.2 of this Agreement.

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

- 4.1. If User is a Subscriber, Authority reserves the right to suspend and/or revoke Subscriber's ability to add/remove equipment, modify existing service or add a new service should Subscriber fail to make timely payment to Authority for the services rendered. If Subscriber fails to make any payment or fails to perform as required by any other provision hereunder, Subscriber will be notified in writing of the violation. Subscriber must correct the violation within 30 days of notice, or Authority may suspend and/or revoke Subscriber's service.
- 4.2. Notwithstanding the above, regardless of whether User is a Subscriber or Affiliate, Authority shall have the right to immediately suspend and/or revoke User's ability to use the LMR System, add/remove Radios, modify existing service or add a new service at any time if User fails to use the LMR System in accordance with rules and regulations of the FCC or if User fails to use the LMR System in accordance with applicable laws and regulations, including the terms of this Agreement, Authority policies or attachments thereto.

#### **5. RADIO PROGRAMMING**

- 5.1. All User's Radios shall be programmed for use on the LMR System in accordance with Section 2.3 of this Agreement.

System-soft keys may be provided, in the Authority's sole discretion, to User or independent private service shops providing a programming service to Users for radio programming of the LMR System frequencies into Users

owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment). System-soft key requests must be made in writing to Authority. User hereby agrees that system-soft keys will be surrendered immediately, if requested by Authority.

## **6. COVERAGE**

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

## **7. TALKGROUP PRIORITY**

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

### **7.1. Priority One – Emergency**

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

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

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

### **7.3. Priority Three – Extraordinary/Temporary**

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

**7.4. Priority Four – Medical Priority**

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

**7.5. Priority Five – Non-Mission Critical**

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

**7.6. Additional Priority Levels As Needed – Unassigned**

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

**8. WARRANTIES**

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

**9. AGREEMENT TERM – AUTOMATIC RENEWAL**

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

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

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

**10. INTERRUPTION OF SERVICE**

Authority shall not be liable to User, whether a Subscriber or Affiliate, or any other person for any loss of service or damage resulting therefrom, regardless of the cause. Authority does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to

causes beyond the control of Authority or its contractors and subcontractors, including, but not limited to, acts of God, acts of Governmental entities, acts of the public enemy, strikes, or severe weather conditions.

## **11. DESIGNATED ADMINISTRATORS**

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

- User Designated Administrator:

Agency Name  
Administrator Name  
Address  
Email  
Phone number

- User Designated Administrator Designee:

Agency Name  
Administrator Designee Name  
Address  
Email  
Phone number

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

- Authority Designated Administrator:

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

- Authority Designated Administrator Designee:

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

- LMR System Manager

LA-RICS  
Ted Pao  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
[tpao@lasd.org](mailto:tpao@lasd.org)  
(323) 881-8028

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

## 12. NOTICES

- 12.1. Notices desired or required to be given pursuant to this Agreement or by any law shall be provided in the manner pursuant to this Section 12 (Notices), which may be updated from time to time.
- 12.2. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this Agreement shall be in writing, unless otherwise specified in Exhibit E (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
  - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
  - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
  - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
  - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given

by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.

- f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 12.3. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 12.4. Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

### **13. DISCLAIMERS**

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

### **14. INDEPENDENT STATUS**

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

### **15. ASSIGNMENT**

This Agreement is personal to Authority and the User, and, in the event the User shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate. Authority, may however, assign this Agreement to any

one of its member agencies in the JPA without prior consent of User, so long as such member agency agrees to perform and fulfill Authority's obligations herein.

**16. DEFAULT**

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

**17. WAIVER**

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

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

**18. INTERPRETATION**

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

**19. GOVERNING LAW, JURISDICTION, AND VENUE**

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



**20. SEVERABILITY**

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

**21. FACSIMILE REPRESENTATIONS**

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

**22. AMENDMENTS**

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

**23. ENTIRE AGREEMENT**

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

(Signature Page – following page)

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

**LOS ANGELES  
REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM  
AUTHORITY**

**COUNTY OF LOS ANGELES  
SHERIFF'S DEPARTMENT**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DRAFT

## **LA-RICS RADIO USE PROTOCOLS**

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

### **1. GENERAL USE PROTOCOLS**

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

### **2. SERVICE IMPACT OUTAGE NOTIFICATIONS**

#### **2.1 Purpose or Objective**

Establishes the notification procedure prior to system upgrades.

#### **2.2 Protocol/Standard**

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

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

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

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

### **2.3 Recommended Procedure**

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

## **3. AUDIO LOGGING RECORDERS**

### **3.1 Purpose or Objective**

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

### **3.2 Technical Background**

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

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

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

### **3.3 Protocol/Standard**

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

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

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

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

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

#### 3.4 **Procedure**

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

#### 3.5 **Management**

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

## **TALKGROUP DETAILS**

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

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

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

**LMR SYSTEM RATE SCHEDULE**

<b>SUBSCRIBER</b>	
Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$20
Number of Subscriber's Radios (portables, mobiles, and fixed)	
Number of Subscriber's Consoles	
Number of Subscriber's Consolettes	
Number of Subscriber's Modems (Narrowband Mobile Data Network)	
Number of Subscriber's Other Equipment	
<b>TOTAL MONTHLY FEES:</b> (\$20 x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	

**Note:** This information is being collected for billing purposes. Additional information regarding Subscriber Devices will be required at the time of provisioning.

<b>CACHE RADIOS</b>	
Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$20
Number of Subscriber's Cache Radios (portables, mobiles, and fixed)	
<b>TOTAL POTENTIAL MONTHLY FEES (IF USED):</b> (\$20 x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	

**Note:** Cache radios will be billed pursuant to Section 1.5 of the User Agreement and only be charged when such cache units are brought into use on the LMR System pursuant to Section 1.4 of the User Agreement.



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

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

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

**SECTION 2 (TO BE COMPLETED BY VENDOR/COMPANY)**

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





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

**SECTION 3 (TO BE COMPLETED BY LOS ANGELES COUNTY TREASURER AND TAX COLLECTOR)**

FINANCIAL INSTITUTION INFORMATION	
NAME OF RECEIVING DEPOSITORY FINANCIAL INSTITUTION:	TELEPHONE NUMBER:
ADDRESS:	
ROUTING TRANSIT/ABA NUMBER:	TYPE OF DEPOSITOR ACCOUNT: <input type="radio"/> CHECKING <input type="radio"/> SAVINGS
DEPOSITOR ACCOUNT TITLE:	DEPOSITOR ACCOUNT NUMBER:
<p>The Los Angeles County Treasurer and Tax Collector (TTC) hereby authorizes your Company to initiate ACH Credit Entries, as defined by the National Automated Clearing House Association Rules and Guidelines (Rules and Guidelines) to the designated bank account. The TTC may revoke this Authorization at any time by notifying your Company in writing. As defined by the Rules and Guidelines, your Company is the Originator and the TTC is the Receiver. Both your Company and the TTC agree to be bound by the Rules and Guidelines in effect at any given time for purposes of your Company's Origination of ACH Credit Entries for the Department/Court/Agency/District shown in Section 1.</p>	
<p align="right">_____ Office of the Treasurer and Tax Collector</p>	

DRAFT

**NOTIFICATION CONTACT LIST**

**1. LMR SYSTEM HELP DESK**

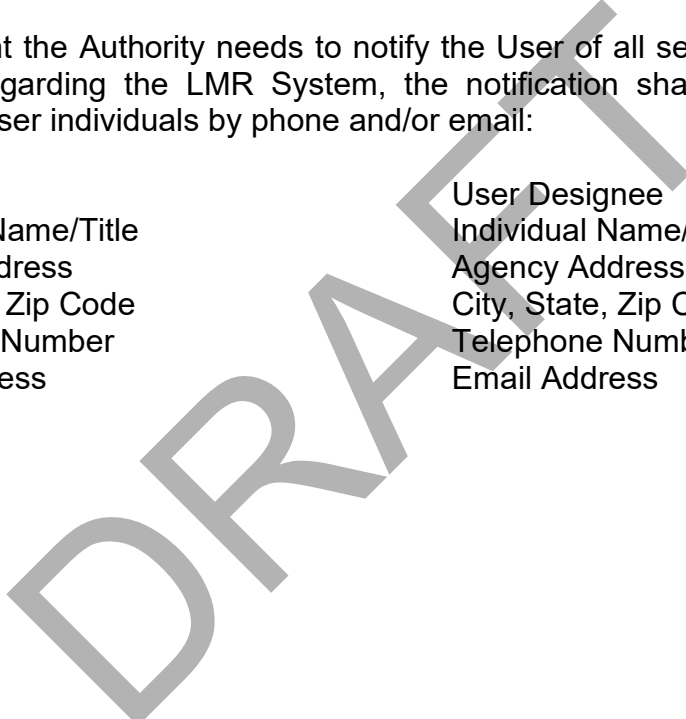
In the event User requires assistance User may contact the LMR System Help Desk by phone and/or email as follows:

Phone No.: (323) 881-8260  
Email: [larics.incidents@la-rics.org](mailto:larics.incidents@la-rics.org)

**2. SERVICE AND EMERGENCY NOTIFICATIONS**

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

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



October 02, 2024

COUNTY OF LOS ANGELES

### REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE**

**FY 2024-25**

**4 - VOTES**

**SOURCES**

**USES**

**SHERIFF - GENERAL SUPPORT SERVICES**

A01-SH-92-9461-15681-15687

OTHER CHARGES FOR SERVICES

**INCREASE REVENUE**

**978,000**

**SHERIFF - GENERAL SUPPORT SERVICES**

A01-SH-2000-15681-15687

SERVICES & SUPPLIES

**INCREASE APPROPRIATION**

**4,658,000**

**PFU-SHERIFF**

A01-CB-2000-13749-13752

SERVICES & SUPPLIES

**DECREASE APPROPRIATION**

**3,680,000**

**SOURCES TOTAL**

**\$ 4,658,000**

**USES TOTAL**

**\$ 4,658,000**

**JUSTIFICATION**

Reflects an increase in appropriation in the amount of \$4,658,000, offset by the increase in revenue of \$978,000 from Charges for Services and \$3,680,000 from Provisional Financing Uses. The adjustment will be used to fund the subscription cost for the use of the LA-RIC's Land Mobile Radio System.

**AUTHORIZED SIGNATURE**

DAVID E. CULVER, BUREAU DIRECTOR

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	10/2/2024		
<b>BOARD MEETING DATE</b>	10/22/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Sheriff's Department		
<b>SUBJECT</b>	A new 13-year and 6-month Lease for 12,992 SF at 100 Universal City Plaza, Universal City.		
<b>PROGRAM</b>	Universal City Substation		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	\$320,000 for the low-voltage costs	Funding source:
			The Sheriff will be funded 100 percent by net County cost that is already included in Sheriff's existing budget.
	TERMS (if applicable): The proposed lease will have no monetary consideration. The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County is responsible for maintenance and repair of restricted areas in the Premises and other items as outlined in the proposed lease.		
Explanation: Sheriff will incur minimal expense due to project components such as the onsite emergency generator servicing the premises. These minimal expenses include fueling for the onsite generator, maintenance and repairs to permanent lock cores and low voltage items, and janitorial services to secure areas within the substation such as the detention and armory. Funding for these costs will be addressed through the annual budget process for the Sheriff.			
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and provide use of space for the Sheriff to use as its substation.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Landlord provided the substation at no cost to the Sheriff as required as part of its Mitigation Monitoring and Reporting Program to comply with the California Environmental Quality Act. The proposed 13-year and 6 month lease is for occupancy at the subject property for approximately 12,992 square feet of office space and 42 on-site parking spaces which will enable the Sheriff to use the space for Universal City substation.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov		



## Chief Executive Office.

### COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

#### CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

October 22, 2024

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:

**THIRTEEN-YEAR AND SIX-MONTH LEASE  
SHERIFF'S DEPARTMENT  
100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY  
(FIFTH DISTRICT) (3 VOTES)**

### **SUBJECT**

Approval of a proposed new 13-year and six-month lease for 12,992 square feet of office space, and 42 on-site parking spaces for the Sheriff's Department (Sheriff), Universal City Substation.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Determine that the impacts of the recommended actions are within the scope of the project impacts analyzed in the EIR that was certified by the City of Los Angeles for the NBC Universal Evolution Plan previously considered by the Board as responsible agency under the California Environmental Quality Act (CEQA).
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Universal Studios, LLC, a Delaware limited liability company (Landlord), for approximately 12,992 square feet of space, and 42 on-site parking spaces located at 100 Universal City Plaza, Building 7572, Universal City (Premises) to be occupied by the Sheriff. This proposes a lease for a term of more than ten years, to wit, for a term of 13 years and six months. This is a gratis lease throughout the lease term. The estimated total proposed lease cost, including low-voltage cost, is \$320,000 over the



13-year and six-month term. The cost will be funded 100 percent by net County cost (NCC) that is already included in Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

3. Authorize the Sheriff, or his designee, to acquire and install telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$320,000 if paid in lump sum.
4. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease.

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

The proposed lease for a substation will house the Sheriff's personnel at the Premises on the NBC Universal property adjacent to Donald O'Conner Drive and just north of WC Fields Drive and will continue to allow the Sheriff occupancy of space at the current Universal Studios CityWalk offices as requested by NBC Universal to meet the operational needs of the theme park. This facility will be a substation for the West Hollywood station and will provide operational effectiveness with improved response time in deploying law enforcement services within the unincorporated Los Angeles County areas between the West Hollywood station and Universal Studios CityWalk. Having the substation on the NBC Universal property will allow deputies to quickly address citizen's concerns, provide increased response times, and foster a safe environment for the public. The presence of the substation also enhances the Sheriff's' continued visibility at a worldwide attraction to deter on-site crime at the theme park and CityWalk attractions.

The proposed lease will house approximately 31 employees and will include 12 workstations, an armory, a temporary detention area, and other support spaces. The Sheriff provides general law enforcement services which requires deputies and personnel to be physically present on-site to provide services. Due to the direct services provided to the public within the unincorporated area, theme park, and CityWalk guests, teleworking for this requirement is not a suitable option.

The property is near public transportation and is accessible from the 101 freeway.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan North Star 3 – *“Realize Tomorrow’s Government Today”* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions; and Key Objective No. 4 – Guide Strategic Decision - Making.

The proposed lease supports the above goals and objective by providing the Universal City Sheriff's Substation with appropriate office space to provide public safety, improve response time, and improve operational effectiveness in a facility which is centrally located and accessible for employees and guests of the theme park and other CityWalk attractions.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

This is a gratis lease throughout the lease term. The aggregate cost associated with the proposed lease over the entire term, including low voltage costs, is \$320,000 as shown in Enclosure B. The proposed lease costs will be fully funded 100 percent by NCC. Sheriff will not be requesting additional NCC for this action.

Upon approval of the proposed lease, it is the Sheriff's intent to finalize equipment installation and testing, obtain final approval for occupancy from the Board of State and Community Corrections for the detention area, and operate the substation as cost-neutral. However, they may be one-time and ongoing costs to transition to, operate, and maintain the completed substation. All Sheriff personnel assigned to this substation are existing budgeted items, fully funded, and assigned to the West Hollywood Sheriff's Station or located within the existing storefront CityWalk offices.

At this time, it is anticipated that the Sheriff will incur minimal expense due to project components such as the onsite emergency generator servicing the premises. These minimal expenses include fueling for the onsite generator, maintenance and repairs to permanent lock cores and low voltage items, and janitorial services to secure areas within the substation such as the detention and armory. Funding for these costs will be addressed through the annual budget process for the Sheriff.

Upon approval of the proposed lease and occupancy of the newly constructed substation, there will be existing Sheriff's personnel located within the West Hollywood Sheriff's Station and the existing CityWalk offices moved into the newly constructed substation. During that transition period, the levels of services are not anticipated to change drastically. There are no additional operating costs associated with the planned move transition activities with Sheriff personnel from the existing CityWalk offices, the West Hollywood Sheriff's Station, into the newly constructed substation.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- There is no monetary consideration for the proposed lease and rent will be gratis.
- There are no tenant improvement costs to the County. The Landlord constructed the building at no cost to the County.
- The County will pay an amount not-to-exceed \$320,000 for the lump sum cost of the Low-Voltage Items.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs in public, non-secured areas. The County is responsible for maintenance and repair of restricted areas in the Premises, generators serving the Premises, telecommunication items, access controls for the secured parking lot, and other items as outlined in the proposed lease.
- There are 42 on-site parking spaces at the secured lot included at no additional cost.
- The Landlord shall maintain the electric vehicle chargers located on the secured lot and the County's employees and guests shall have the right to use such electric vehicle chargers subject to payment for charging at the rate charged to the Landlord's employees. The County, at its sole expense, shall have the right to replace and/or install its own electric vehicle chargers and install a sub-meter to monitor and reimburse the Landlord for its utility usage.
- The County does not have the right to terminate the proposed lease early. In the event the County ceases to be the law enforcement agency having primary authority over Universal City, the Landlord shall have the right to terminate the proposed lease at any time following such event by giving the County 180 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions and rent will remain at no cost.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease. The lease will commence on the first day of the first calendar month after the effective date and terminate on April 30, 2038.

The Chief Executive Office did not issue a flyer soliciting proposals for available space and did not conduct a market search of available space. The Landlord is providing the



substation at no cost to the Sheriff as required as part of its Mitigation Monitoring and Reporting Program (MMRP) to comply with the CEQA. The MMRP required the Landlord to provide a new facility for the shared use of the Sheriff and Universal CityWalk's corporate security. The Landlord presented the site to the Sheriff and the Sheriff determined the site meets their operational requirements. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working space is not suitable for the Sheriff to provide its public facing and law enforcement services.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available for this space requirement.

Construction of the tenant improvements was completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The proposed lease is in unincorporated Los Angeles County and the required notification letter to the City in accordance with Government Code Section 25351 was not required.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable office location for Sheriff's Universal City Substation, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

## **ENVIRONMENTAL DOCUMENTATION**

On April 23, 2013, the Board adopted the County's CEQA Findings of Fact and Statement of Overriding Considerations and certified and adopted Certified County's Mitigation Monitoring and Reporting Program. The County acting as a responsible agency pursuant to the CEQA, considered the effects of the Project as shown in the Environmental Impact Report (EIR) (State Clearinghouse No. 2007071036) prepared for the Project by the City of Los Angeles as the lead agency and certified by the City on November 14, 2012; and made a finding that, on the basis of the whole record that the significant adverse impacts of the Project, as described in the certified EIR, have either been reduced to a level of less than significant, or for those impacts that are significant and unavoidable, have been reduced to an acceptable level and are outweighed by specific social, economic, legal, technological, or other considerations of the Project as stated in the County's CEQA Findings and SOC. The impacts of the recommended actions are within the scope of the project impacts analyzed in the EIR.

The Honorable Board of Supervisors

October 22, 2024

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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease will adequately provide the necessary office space, and parking spaces for this County requirement. The Sheriff concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:MT:gb

Enclosures

c: Executive Office, Board of Supervisors  
Sheriff  
County Counsel  
Auditor-Controller

**SHERIFF'S DEPARTMENT  
100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY**

**Asset Management Principles Compliance Form<sup>1</sup>**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup> This is a proposed substation and does not have administrative functions.			<b>X</b>
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup> Due to safety reason other functions are not co-located.		<b>X</b>	
C	Does this lease centralize business support functions? <sup>2</sup>	<b>X</b>		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> The ratio is 419 sq. ft. per person due to holding cells, detention area, interview rooms. This is not office space and is a substation.		<b>X</b>	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> Based on 42 spaces parking ratio is 3.23/1,000 RSF.		<b>X</b>	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	<b>X</b>		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program? The Sheriff will be funded 100 percent by net County cost that is already included in Sheriff's existing budget.	<b>X</b>		
B	Is this a long-term County program?	<b>X</b>		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
E	If yes, why is lease being recommended over occupancy in County-owned space?			<b>X</b>
F	Is Building Description Report enclosed as Enclosure C?	<b>X</b>		
G	Was build-to-suit or capital project considered? <sup>2</sup>			<b>X</b>
3. <u>Portfolio Management</u>				
A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
B	Was the space need justified?	<b>X</b>		
C	If a renewal lease, was co-location with other County departments considered?			<b>X</b>
D	Why was this program not co-located?			
	1. <u> X </u> The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. <u> </u> Could not get City clearance or approval.			
	5. <u> </u> The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup> <b>County is responsible for certain maintenance responsibilities</b>		<b>X</b>	
F	Has growth projection been considered in space request?		<b>X</b>	
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?		<b>X</b>	
<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				



**SHERIFF'S DEPARTMENT  
SPACE SEARCH – 5 MILE RADIUS  
100 UNIVERSAL CITY PLAZA, UNIVERSAL CITY**

<b>Property ID</b>	<b>Name</b>	<b>Address</b>	<b>Ownership Type</b>	<b>Gross Sq Ft</b>	<b>Net Sq Ft</b>	<b>Vacant</b>
A137	Public Defender - Hollywood Office	6464 Sunset Blvd Los Angeles 90028	Leased	6000	5700	None
5873	PH - North Hollywood Public Health Center	5300 Tujunga Ave North Hollywood 91601	Owned	7511	4286	None
3969	Hollywood Bowl - Administration Building	2301 N Highland Ave Los Angeles 90068	Owned	5137	4369	None
A501	Burbank Adult Protective Services Reg I	2501 W Burbank Blvd Burbank 91502	Leased	5702	5132	None
X014	PH - Burbank Public Health Center	1101 W Magnolia Blvd Burbank 91502	Owned	5864	3570	None

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Sheriff's Department – 100 Universal City Plaza, Universal City – Fifth District.

### A. Establish Service Function Category – Universal City Substation

**B. Determination of the Service Area** – The substation will provide improved response time in deploying officers within the areas between the West Hollywood Station and Universal City. Having the substation at Universal City Walk will allow deputies to quickly address citizen's concerns, increases response times, and ensure a safe environment for the public and international guests.

### C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: The substation will serve the communities between the West Hollywood Station and the areas around Universal City.
- Need for proximity to existing County facilities: **N/A**
- Need for proximity to Los Angeles Civic Center: **N/A**
- Economic Development Potential: **N/A**
- Proximity to public transportation: The location is adequately served by local transit services and is accessible from the 101 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no existing County buildings available to meet the Sheriff's service needs.
- Compatibility with local land use plans: The proposed County use is consistent with its use and zoning for space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$320,000.

**D. Analyze results and identify location alternatives**

CEO did not issue a flyer soliciting proposals for available space and did not conduct a market search of available space. The Landlord provided the substation at no cost to the Sheriff as required as part of its Mitigation Monitoring and Reporting Program (MMRP) to comply with the California Environmental Quality Act (CEQA). The MMRP required the Landlord to provide a new facility for the shared use of the Sheriff and the Universal CityWalk's corporate security. The Landlord presented the site to the Sheriff and the Sheriff determined the site meets their operational requirements. We recommend the Premises as the most suitable to meet the County's space requirements.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for approximately 31 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

LEASE AND AGREEMENT  
(Sheriff's Substation)

THIS LEASE AND AGREEMENT (this "Lease") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between UNIVERSAL STUDIOS LLC, a Delaware limited liability company (hereinafter referred to as "Universal"), and the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "County").

**1. DESCRIPTION OF PREMISES**

Universal, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by County, upon the following terms and conditions, hereby leases to County, and County does hereby lease from Universal, those certain premises located within 100 Universal City Plaza, Building 7572 (the "Building"), Universal City, in the County of Los Angeles, State of California, as shown on Exhibit "A" as "LASD Priority", "LASD Restricted", and "LASD Exclusive" (the "Premises"). County and Universal acknowledge and agree that (a) for the avoidance of doubt, the Premises do not include the areas noted as "NBCU Exclusive" on Exhibit "A" (the "Universal Exclusive Space"); (b) the areas within the Building noted as "NBCU/LASD Shared" on Exhibit "A" constitute a part of the Common Areas (as hereinafter defined) used by both County and Universal; and (c) the areas within the Building noted as "LASD Priority" on Exhibit "A", and their respective appurtenant areas, while part of the Premises also constitute shared space for use by both County and Universal (the "Shared Space"), provided that County shall have a priority right to use the Shared Space and provided, further, that County shall permit Universal to use the Shared Space upon Universal's request so long as County is not using the requested Shared Space during the requested time. In conjunction with the Premises, County shall have exclusive use of the secured parking lot (the "Secured Lot"), as designated on Exhibit "B". Additionally, County shall have the non-exclusive right to use all areas and facilities outside the Premises in the immediate vicinity of the Building that are provided and designated by Universal from time to time for the general non-exclusive use by Universal, County, other occupants of the Building, and their respective employees, suppliers, shippers, customers, contractors and invitees, including, without limitation, the guest parking area, walkways, and landscaped areas (collectively, the "Common Areas").

**2. TERM**

The term of this Lease (the "Term") shall commence on the first day of the first calendar month following approval of this Lease by the Board of Supervisors (as defined below) and full execution of the Lease by both parties (the "Commencement Date") and terminate on April 30, 2038, subject to earlier termination as provided herein. County acknowledges and agrees that Universal shall have the right to use the Shared Space, and otherwise access the Premises for general maintenance purposes, until County takes possession thereof, which delivery of possession shall not occur until the later of (i) the Commencement Date, and (ii) the date the Board of State and Community Corrections ("BSCC") inspects and approves use of the areas designated as "LASD Restricted" (the "Possession Date"). County shall have access to the Premises after the Commencement Date but prior to the Possession Date for the sole purpose of installing any necessary network equipment. Such access shall be coordinated with Universal and be subject to the terms and conditions of this Lease. If the Possession Date does not occur within six (6) months of the Commencement Date, then Universal may terminate this Lease effective immediately upon written notice to County.



**3. RENT**

County shall have no obligation to pay rent during the Term.

**4. EARLY TERMINATION**

In the event that County ceases to be the law enforcement agency having primary authority over Universal City, Universal shall have the right to terminate this Lease at any time following such event by giving County One Hundred Eighty (180) days' prior written notice.

**5. HOLDOVER**

If County holds over beyond the end of the Term, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, and shall not be a renewal or extension of the Term (beyond such month-to-month tenancy). Either party may, during the holdover, cancel and terminate this Lease by giving the other party at least ninety (90) days' prior written notice.

**6. USE**

The Premises, together with the appurtenances thereto belonging or in any way appertaining, shall be used by County only as a Los Angeles County Sheriff's Department substation and for no other purposes. County agrees it will not use the Premises for the detention of any person until a certificate of occupancy for the areas designated as "LASD Restricted" on Exhibit "A" and their respective appurtenant areas is obtained. County acknowledges and agrees that the Universal Exclusive Space is exclusive to Universal and County has no rights related thereto.

**7. COUNTY'S PROPERTY**

Universal agrees that County may remove, at County's own expense, during or at the expiration of the Term or other termination of this Lease, all equipment and all other personal property purchased by County and placed or installed in or upon the Premises ("County Personality"). County agrees that County shall not remove from the Premises any of the equipment and personal property purchased by Universal and placed or installed in or upon the Premises, which equipment and personal property shall constitute "Universal Personality".

**8. MAINTENANCE, TAXES AND UTILITIES**

Universal shall keep and maintain the Building in good condition, ordinary wear and tear excepted, and pay for all utilities, taxes and provide all repair and maintenance service, including, without limitation, custodial service, within the Premises, the Common Areas and the Shared Space, at Universal's sole cost and expense, subject to the following exceptions and provisos:

8.1 County shall be solely responsible for all maintenance service (including, without limitation, custodial service) and repair of the "areas noted as "LASD Restricted" on Exhibit "A" and Universal shall have no responsibility for maintaining or repairing such areas except that Universal shall maintain, repair and, as necessary, replace the code signage, exit signs and fire extinguishers subject to obtaining access to such areas from County.

8.2 County shall be solely responsible to obtain and pay for its telecommunications

and internet services.

- 8.3 County shall be solely responsible to maintain, repair and, as necessary, replace the generator serving the Premises.
- 8.4 County shall be solely responsible to maintain, repair and, as necessary, replace the permanent lock cylinders and the low voltage cabling and conduit located within the Premises.
- 8.5 County shall be solely responsible to procure (to the extent not already provided as of the Commencement Date), maintain, repair and, as necessary, replace its security and surveillance, radio, and intercom systems and equipment.
- 8.6 County shall be solely responsible (subject to applicable manufacturer's warranties) to maintain, repair and, as necessary, replace all of the other County Personalty and Universal Personalty. County acknowledges and agrees that if it needs to repair any Universal Personalty, such Universal Personalty shall remain Universal Personalty. If County needs to replace any Universal Personalty, such replacement shall be County Personalty, provided that if Universal in its sole discretion elects to replace any Universal Personalty, then such replacement shall be Universal Personalty.
- 8.7 County shall be solely responsible to maintain, repair and, as necessary, replace the access control(s) for the Secured Lot. For the avoidance of doubt, Universal shall maintain the electric vehicle chargers located on the public lot outside of the Building and County's employees and guests shall have the right to use such electric vehicle chargers subject to payment for charging at the rate charged to Universal's employees. Subject to Universal's prior written consent and otherwise in accordance with Section 9 below, the County, at its sole expense, shall have the right to replace and/or install its own electric vehicle chargers on the Secured Lot and install a sub-meter to monitor and reimburse the Universal for its utility usage.
- 8.8 County shall cooperate with Universal in Universal's efforts to ensure that the property taxes with respect to the Premises are properly assessed.
- 8.9 If County or any person at the Premises as a result of County's use of the Premises causes damage to any one or more of the Premises, the Secured Lot, the Shared Space, the Common Areas, the Building structure or the Building systems, County shall reimburse Universal the cost of repairing such damage, within thirty (30) days of Universal submitting an invoice(s) evidencing the cost of such repair to County.

## **9. ALTERATIONS OR RENOVATION**

County shall not make any modifications, improvements, additions, renovations or alterations (collectively, "Alterations") to the Premises or add any signage anywhere on the exterior of the Building or on the property on which the Building is located, in each case, without Universal's prior written consent, which Universal may grant or withhold in its sole discretion; provided that, the foregoing notwithstanding, (a) County may make non-structural Alterations to the interior of the Premises (excluding the roof) without Universal's prior written consent but with prior written notice to Universal, as long as such non-structural Alterations (i) are not visible from the outside of the Premises, (ii) do not involve puncturing, relocating or removing the roof or any existing walls, (iii)

will not affect the electrical, plumbing, HVAC and/or life safety systems, (iv) do not trigger the requirement for additional modifications and/or improvements to the Premises or the Building in order to comply with law (including, without limitation, accessibility laws), and (v) the cost of any such Alteration does not exceed Ten Thousand Dollars (\$10,000) individually and the cumulative cost of such Alterations does not exceed Fifty Thousand (\$50,000) in any twelve-month period, and (b) if any Alteration is required to cause the Premises to comply with applicable Federal, state or local laws regarding law enforcement facilities (such as, for example, laws regarding holding cells), Universal shall not unreasonably withhold, delay or condition its consent to such Alteration. All signage and any Alterations which require Universal's consent shall be presented to Universal in written form with detailed plans and consent shall be conditioned upon County's (i) acquiring all applicable governmental permits, (ii) furnishing Universal with copies of the permits and the final construction plans and specifications, all prior to commencing the constructions of the Alterations, (iii) compliance with all conditions of said permits and all other applicable laws, and (iv) upon Universal's request, providing payment and performance bonds in the amount of 150% of the estimated cost of the Alterations or signage, as applicable. Within thirty (30) days after completion of any Alterations, County shall deliver to Universal the as-built plans and specifications for such Alterations.

County shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for County at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building or any interest therein. County shall give Universal not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Universal shall have the right to post notices of non-responsibility. If County shall contest the validity of any such lien, claim or demand, then County shall, at its sole expense, defend and protect itself, Universal and the Building against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Universal shall require, County shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Universal against liability for the same.

## **10. PARKING SPACES**

Universal shall provide the Secured Lot for County's exclusive use during the Term.

## **11. ACCESS**

Universal shall have free access to the Premises for any reasonable purpose, including, without limitation, inspection and maintenance or repair, provided when accessing the areas designated as "LASD Restricted" and "LASD Exclusive" on Exhibit "A", Universal shall provide at least forty-eight (48) hours prior written notice (which may be via email), and Universal and its vendors and contractors shall at all times be accompanied by a member of County's staff (except in the case of an emergency where a member of County's staff is not immediately available). Notwithstanding the foregoing or any language to the contrary contained within this Lease, all Universal vendors and contractors accessing the areas designated as "LASD Restricted" and "LASD Exclusive" on Exhibit "A" unaccompanied by a member of County's staff (except in the case of an emergency where a member of County's staff is not immediately available) shall be required to go through the Sheriff's background check process, which requires, but is not limited to, an interview, completion of forms/documentation, submittal of personal identification. Universal shall not be held liable for failing to timely perform its obligations under this Lease to the extent such delay is caused by the Sheriff's background check process. With respect to any background checks performed by or on behalf of County, County represents and warrants that County and its vendors

shall (i) only use data collected for the purpose of (a) determining eligibility to have access to the areas designated as "LASD Restricted" and "LASD Exclusive" on Exhibit "A", and (b) as otherwise required by law, (ii) restrict access to background check data to only those employees that have a need to know, and (iii) only retain background check data as required by law.

## **12. SURRENDER OF DEMISED PREMISES**

Upon expiration or termination of this Lease, County shall surrender the Premises and remove from the Premises all of County's personnel and County Personalty and repair any damage resulting from such removal and leave the Premises and the Universal Personalty in substantially as good condition as when County took possession of the Premises, except for reasonable wear and tear. County shall not remove any Universal Personalty without the prior written consent of Universal.

## **13. INSURANCE**

Commencing on the Effective Date and at all times during the Term, County shall maintain a program of insurance coverage as described below.

- 13.1 Commercial general liability insurance (and/or excess umbrella liability) written on an occurrence form with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence in the aggregate on a per location basis. Said policy must be written on the current ISO Commercial Liability occurrence form or broader, with no additional exclusions, and must include:
  - primary, not contributing coverage
  - blanket contractual liability
  - property damage
  - personal/advertising injury
- 13.2 Statutory workers' compensation, including employer's liability insurance, with a limit of not less than One Million Dollars (\$1,000,000) per accident.
- 13.3 Automobile liability insurance written on an occurrence form with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence covering for all owned, non-owned and hired vehicles.
- 13.4 Business interruption insurance covering County's anticipated continuing expenses (including Rent) for a period of at least twelve (12) months.
- 13.5 In the event that County will store, use, or otherwise introduce potential hazardous or toxic materials (including but not limited to pollutants such as solvents, cleaners, particulates, cooking oils, or hydraulic fluids) onto the Premises, County will first obtain Universal's written consent and County shall maintain pollution liability insurance with a limit not less than Five Million Dollars (\$5,000,000).
- 13.6 Universal may by notice to County given from time to time require additional types and/or higher limits of insurance coverage as Universal may reasonably specify as being appropriate that are commonly insured against in the case of business operations similar to those contemplated by this Lease.

County may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, which deductibles shall be disclosed to Universal and shall be subject to Universal's approval, which approval shall not be unreasonably withheld. County shall be responsible for the payment of any and all deductibles or self-insured retentions included in County's insurance policies. Insurance required herein shall be by companies licensed to do business in California and maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide". Each of County's liability insurance policies shall contain an endorsement naming Universal as an additional insured under such policy. County shall cause its liability insurance carriers to waive any right to subrogation that such carriers may have against Universal and such additional individuals or entities as Universal may from time to time designate.

No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to Universal. County shall, at least ten (10) days prior to the expiration of such policies, furnish Universal with evidence of renewals or "insurance binders" evidencing renewal thereof. Such policies shall be for a term of at least one year, or the length of the remaining Term of this Lease, whichever is less.

Notwithstanding the foregoing or any language to the contrary contained within this Lease, the County at its sole option, may satisfy all or any part of the above insurance requirements through use of a program of self-insurance. County agrees to deliver to Universal upon execution of this Lease, original certificates of insurance evidencing the insurance coverages herein specified and/or a letter evidencing any self-funding satisfying those coverages.

#### **14. INDEMNIFICATION: LIMITATION OF LIABILITY**

14.1 County agrees to indemnify, defend, and hold harmless the Premises, Universal, its parent and subsidiary entities, and each of their respective officers, members, employees and agents (collectively, the "Indemnified Parties") from and against any and all liabilities, expenses (including, without limitation, defense costs and legal fees), claims, damages, liens, judgments and/or penalties (collectively, "Claims"), of any nature whatsoever, arising from, involving or connected with (a) County's use or occupancy of the Premises, the Secured Lot, the Common Areas and/or the Shared Space or (b) County's breach of this Lease. If any action or proceeding is brought against any one or more of the Indemnified Parties by reason of any of the foregoing matters, County shall upon notice defend the same at County's expense by counsel reasonably satisfactory to Universal and the Indemnified Parties shall cooperate with County in such defense. An Indemnified Party need not have first paid any such Claim in order to be defended or indemnified. This indemnification shall not apply where the Claim results solely from the gross negligence or willful misconduct of an Indemnified Party. The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

14.2 Each party to this Lease acknowledges and agrees that exemplary or punitive damages shall not be recoverable under any circumstance for any claim arising from or relating to the Lease. County further acknowledges and agrees that its sole remedy for any breach of this Lease by Universal shall be monetary damages (i.e., the recovery of actual damages caused by that breach (if any)), which shall be limited solely to Universal's interest in the Building.

**15. AS-IS**

Universal endeavors to maintain its property and facilities in good and safe operating condition and repair, but Universal has not made and does not make, and specifically disclaims, any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or regarding the Premises or the Building or any portion thereof in any respect. By its execution of this Lease, County acknowledges, represents and agrees that it has accepted the Premises on an as-is, where-is basis and that the Premises are satisfactory to it. Universal shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities, networks, or of any heating, air-conditioning or other building system. Notwithstanding any of the foregoing, County shall not be deemed to have accepted the Premises on an as-is, where-is basis and that the Premises are satisfactory to it, until such time as the BSCC inspects and approves use of the areas designated as "LASD Restricted."

**16. OBSERVATION OF RULES, REGULATIONS AND LAWS**

- 16.1 County agrees that County's action and conduct and use of the Premises will not violate the rules, regulations, laws, or ordinances of any Federal, state or local governmental agencies with jurisdiction over the Premises or County's activities or County's use of the Premises, including, without limitation, any state or Federal environmental, occupation safety and health acts, and the Universal Studios Specific Plan (County Code Section 22.46.2000 et seq.) to which the Building and Premises are subject.
- 16.2 County shall not permit any person or persons to enter or remain on the Premises, except in their capacity as employees, agents, representatives or invitees of County.
- 16.3 County shall ensure that it appropriately staffs the Premises at any time that individuals are being detained.

**17. DEFAULT**

17.1 County Default.

- (a) The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by County ("Default"):
  - (i) the failure by County to pay when due any sum required to be paid hereunder (except to the extent an offset is expressly permitted hereunder), where such failure continues for a period of ten (10) days after written notice to County;
  - (ii) the failure by County to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure continues for a period of thirty (30) days after written notice from Universal specifying in detail the nature of the failure; provided, however, if more than thirty (30) days are reasonably required for its cure then County shall not be deemed to be in Default if County commences such cure within said thirty (30)-day period and

thereafter diligently prosecutes such cure to completion.

- (b) County agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Universal to terminate this Lease immediately upon the giving of written notice to County. In addition thereto, Universal shall have such other rights or remedies as may be provided by law or in equity.
- (c) Nothing in this Section shall be deemed to affect either Universal or County's right to indemnification under any indemnification clause or clauses set forth in this Lease.

17.2 Universal Default. If Universal shall fail to observe or perform any of the covenants, conditions or provisions of this Lease, and such failure shall continue for a period of thirty (30) days after written notice from County specifying in detail the nature of the default (provided, however, if more than thirty (30) days are reasonably required for its cure then Universal shall not be deemed to be in default if Universal commences such cure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion), then Universal shall be liable to County for damages sustained by County as a result of Universal's breach, exclusive of consequential, special, punitive or indirect damages and subject to any other limitations set forth herein.

**18. INTERRUPTION: FORCE MAJEURE**

The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities (federal, state or local) other than County, unavailability of power, transportation, materials, or for any other reason beyond the reasonable control of such party, shall not be deemed a breach of this Lease. In any such event, such compliance shall be postponed for a period not longer than the aggregate periods of such contingencies. If any such contingency shall continue for more than sixty (60) days, either Universal or County shall have the right to terminate this Lease by giving written notice of such termination to the other party.

**19. NON-WAIVER OF BREACH**

A waiver by either Universal or County of any of the terms and conditions of this Lease, in any one instance, shall not be deemed or construed to be a waiver of such terms or conditions for the future, or any subsequent breach thereof.

**20. NOTICES**

All notices to be given hereunder shall be in writing and given by either Universal or County by prepaid certified or registered mail (return receipt requested), or by nationally recognized overnight courier, or by personal delivery to the following:

Universal: Universal Studios LLC  
100 Universal City Plaza  
Building 5511/6  
Universal City, CA 91608-1002  
Attention: Senior Vice President, Legal and Business Affairs

County: County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

With a copy to: County of Los Angeles  
Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 648  
Los Angeles, CA 90012-2713  
Attention: Property Division

Any notice shall be deemed given at the time of delivery (or when delivery is refused). Either party may change its said address by written notice to the other in accordance with the provisions of this paragraph.

21. **RELATIONSHIP OF PARTIES**

Nothing herein contained shall be construed as creating the relationship of joint venturers, principal and agent or employer and employee between Universal and County.

22. **ASSIGNMENT**

County shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "Assign") this Lease to anyone or sublet all or any part of County's interest in this Lease or in the Premises to anyone, in any case without Universal's prior written consent, which Universal may grant or withheld in Universal's sole discretion. If County Assigns this Lease or sublets its interest in this Lease or in the Premises without Universal's prior written consent, Universal may, at Universal's election, treat such breach of this Lease as a curable default subject to Section 17 above or as a non-curable default allowing Universal's to terminate this Lease and to exercise its other remedies at law or in equity. Subject to the foregoing, this Lease and its terms and conditions shall be binding upon and shall inure to the benefit of the successors in interest to the parties hereto to the extent permitted by applicable law.

23. **GOVERNING LAW**

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

24. **SEPARABILITY**

A provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

25. **HEADINGS**



The headings of the Sections of this Lease are for the guidance of the reader only, and they shall not be deemed controlling in construing the contents of the respective paragraphs and subparagraphs.

26. **AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind County to the terms included herein. Universal understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Universal may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for County Alterations or other project costs of Universal which are subject to reimbursement by County. County shall not reimburse Universal for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of County hereunder which does not have the effect of increasing financial obligations of County under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual who executes this Lease on behalf of either party hereto expressly represents and warrants that he/she has full and complete authority to do so, knowing the other party intends to rely solely thereon.

27. **ENTIRE AGREEMENT**

This Lease shall be construed in accordance with the laws of the State of California. No provision hereof may be waived or modified except by a writing signed by both parties. This Lease represents the entire understanding of the parties and supersedes all prior written or oral agreements between them with respect to this matter.

28. **ACCESSIBILITY**

The Premises have undergone an inspection by a Certified Access Specialist (CASp). County acknowledges that it received a copy of the inspection report at least forty-eight (48) hours prior to executing this Lease and agrees to keep such report confidential. Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon the specific use of the Premises, Universal makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation.

29. **DAMAGE AND DESTRUCTION**

In the event that the Premises are damaged or destroyed to the extent of twenty-five percent (25%) or more of the physical area or the value of the Premises, unless caused by a willful or negligent act of County (in which event County shall make the repairs at County's expense), Universal may either (a) repair the damage as promptly as reasonably possible at Universal's expense, in which case this Lease shall continue in full force and effect or (b) terminate this Lease by giving written notice to County within thirty (30) days after Universal determines the scope of the damage, which termination shall be effective thirty (30) days following the date of such notice.

30. **CONDEMNATION**

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty-five percent (25%) of the Premises is taken by Condemnation, either of County or Universal may, at its option, to be exercised in writing prior to the condemning authority taking possession, terminate this Lease as of the date the condemning authority takes such possession. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Condemnation awards and/or payments shall be the property of Universal, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that County shall be entitled to any compensation paid by the condemnor for County's relocation expenses and loss of County Personality affixed to the Premises, without regard to whether or not this Lease is terminated pursuant to the provisions of this paragraph. In the event that this Lease is not terminated by reason of the Condemnation, Universal shall repair any damage to the Premises caused by such Condemnation.

31. **QUIET ENJOYMENT**

Universal agrees that so long as County is not in Default under this Lease, Universal shall not interfere with County's quiet possession and enjoyment of the Premises during the Term of this Lease, subject to Universal's rights and obligations with respect to the Premises and the other terms and conditions under this Lease.

32. **COMMUNITY BUSINESS ENTERPRISE**

Universal will complete and deliver to County concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit "D" attached hereto.

33. **CONSIDERATION OF GAIN PROGRAM PARTICIPANTS**

Should Universal require additional or replacement personnel that regularly service the Premises after the Commencement Date, Universal shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Universal's minimum qualifications for the open position. The County will refer GAIN participants by job category to Universal. Universal's failure to comply with this Section 33 shall not be considered a default under this Lease nor shall Universal incur any liability as a result thereof.

34. **SOLICITATION OF CONSIDERATION**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Universal will immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's

Employee Fraud Hotline at (800) 544-6861.

Universal hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Universal hereby agrees that if it violates any of the terms of this Section, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

*[Signature Page Follows]*

Exhibit A  
(attached)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day, month and year first written above.

UNIVERSAL STUDIOS LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
42BA5217A0824C6...  
Scott Strobl  
EVP and General Manager

COUNTY

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer


ATTEST:

DEAN C. LOGAN  
Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:






DAWYN R. HARRISON  
County Counsel

By:  \_\_\_\_\_  
Roberto Saldana  
2024.09.03 08:50:41  
-07'00'

Senior Deputy



**LEGEND**

-  NBCU/ LASD SHARED
-  NBCU EXCLUSIVE
-  LASD PRIORITY
-  LASD RESTRICTED
-  LASD EXCLUSIVE

1 FLOOR PLAN  
SCALE: 1/16" = 1'-0"

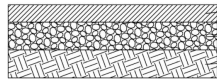
Exhibit B  
(attached)

HOA.104675515.5

EXHIBIT B

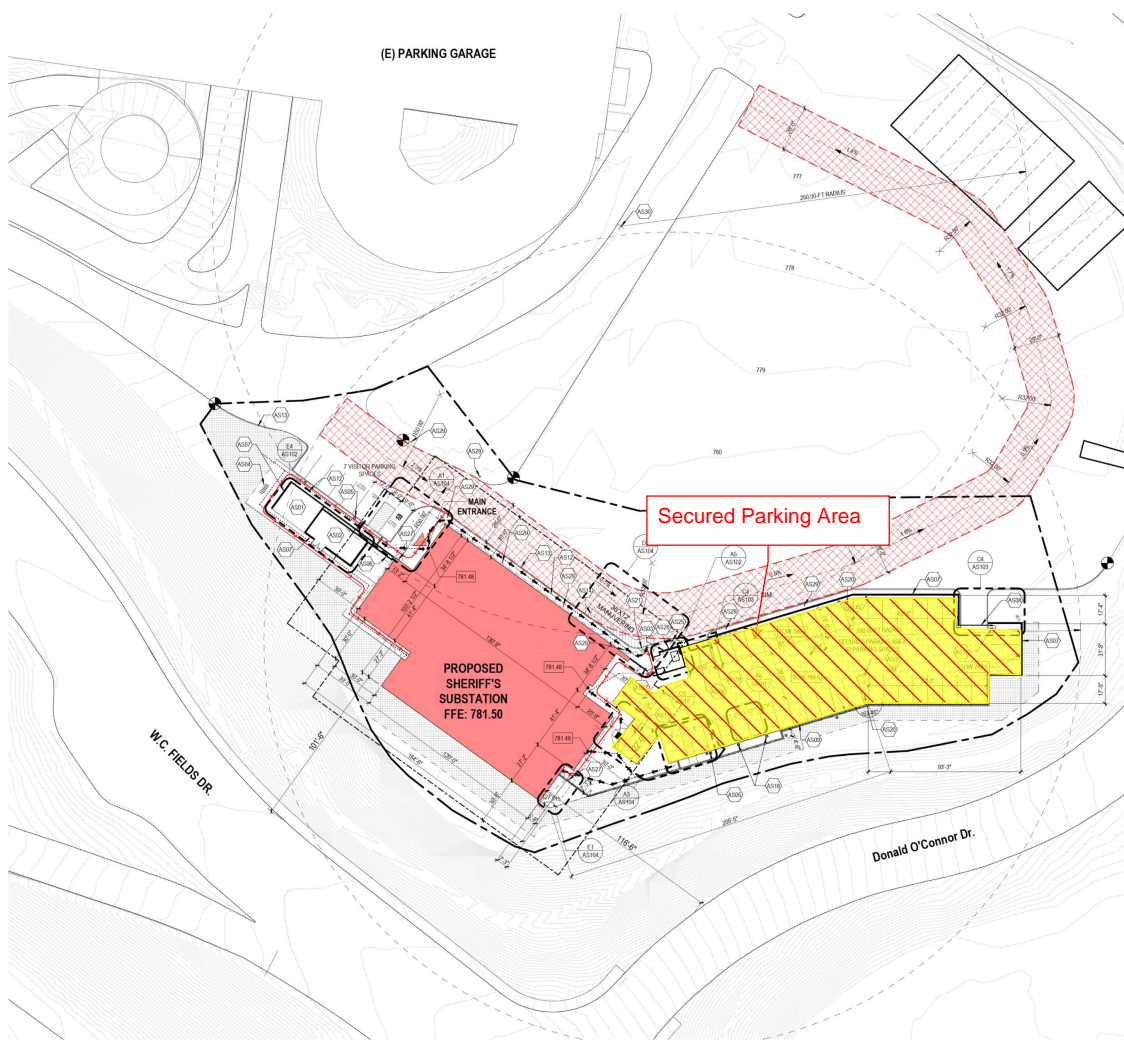
NBCUniversal:8640544v13

PAVEMENT SECTION	AC THICKNESS (INCHES)	AB THICKNESS (INCHES)	FULL DEPTH ASPHALT (INCHES)
Asphalt Pavement @ Roadway (vehicular)	4.0	10.5	8.1



**F1 ON-SITE ASPHALT PAVEMENT SECTION**  
SCALE: 1/2" = 1'-0"

ASPHALT PAVEMENT  
AGGREGATE BASE  
COMPACTED FIRM SUBGRADE



**A1 SITE PLAN - OVERALL REMODEL**  
SCALE: 1" = 30'-0"

PARKING CALCULATION				Visitor Use Area = 2,224 SF	
Parking Type	Reference Code	Min	Max	Min	Max
Down-Street (vehicular)	County of Los Angeles Regulation	14/20	6	7	7
ADA (2.0 Vehicle Spaces Provided)	CEC 118-108	1/6	1	1	1
ADA Van Parking	CEC 118-108.2.4	1/6	1	1*	1*
Standard Parking				4	4
(1.0 Vehicle Spaces Provided)	CEC 118-108.5.2	1/6	1	1*	1*
(1.5 Vehicle Spaces Provided)	CEC 118-108.5.3	1/6	1	1*	1*
ADA Van (van Min)	CEC 118-108.6.CBC Table 118-238.3.2.1	1/6	1	1*	1*
<b>TOTAL REQUIRED</b>				<b>14</b>	<b>14</b>

PARKING CALCULATION				Off-site Use Area = 12,300 SF	
Parking Type	Reference Code	Min	Max	Min	Max
Down-Street (vehicular)	County of Los Angeles Regulation	14/20	31	42	42
ADA (2.0 Vehicle Spaces Provided)	CEC 118-108	1/6	2	2	2
ADA Van Parking	CEC 118-108.2.4	1/6	1	1*	1*
Standard Parking	CEC 118-108			28	28
(1.25 Vehicle Spaces Provided)	CEC 118-108.5.2	1/6	1	1*	1*
(1.5 Vehicle Spaces Provided)	CEC 118-108.5.3	1/6	1	1*	1*
ADA Van (van Min)	CEC 118-108.6.CBC Table 118-238.3.2.1	1/6	1	1*	1*
<b>TOTAL REQUIRED</b>				<b>38</b>	<b>38</b>

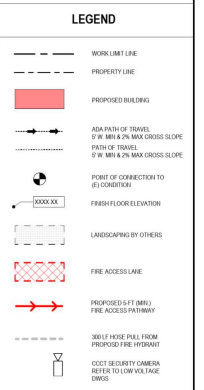
Not required: Not accessible to public (CEC 118-238.3.2, Item 1); Private Access per CEC 5.306.3.2 & Table 5.306.3.3  
 \*ADA Van spaces is included as the "fractional part" of required ADA spaces, no less than one Van space.  
 \*\*Guest designated

**GENERAL NOTES**

- CLEARANCE OF OBSTACLE AND VEGETATION SHALL BE MAINTAINED PER FIRE CODE 502.
- ALL ROOF COVERINGS SHALL BE CLASSIFIED AS SPECIFIED IN BUILDING CODE 905.1.1.
- PORTABLE FIRE EXTINGUISHER REQUIREMENTS SHALL BE DETERMINED BY FIRE DEPARTMENT FIELD INSPECTOR IN ACCORDANCE WITH FIRE CODE 1002.
- FIRE DEPARTMENT VEHICLES AND ACCESS ROADS MUST BE MAINTAINED AS A REQUIREMENT NUMBER PRIOR TO AND DURING THE TIME OF CONSTRUCTION. FIRE CODE 904.4.
- APPROVED FIRE EXTINGUISHERS (OTHER THAN APPROVED BY OTHER MARKINGS THAT INCLUDE THE WORDS NO PARKING) SHALL HAVE A MINIMUM OPERATING PRESSURE OF 150 PSI. APPROVED BY OTHER MARKINGS SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS ROADS TO PREVENT THE EXTENSION OF FIRE CODE 904.4. APPROVED BY OTHER MARKINGS SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS ROADS TO PREVENT THE EXTENSION OF FIRE CODE 904.4.
- THE REQUIRED FIRE FLOW IS BASED ON THE FOLLOWING CALCULATION AREA 25000 SF REDUCTION OF FIRE SPRINKLER (MINIMUM) REQUIRED FOR FIRE FLOW REQUIRED W/ADDITION REQUIRED FIRE FLOW TO 1700 GPM @ 20 PSI.
- THE REQUIRED FIRE FLOW FOR A SINGLE PRIVATE ON-SITE FIRE HYDRANT AT THE LOCATION IS 1000 GPM @ 20 PSI. IF A HYDRANT IS REQUIRED, THE ON-SITE FIRE FLOW SHALL BE 1000 GPM @ 20 PSI. IF A HYDRANT IS REQUIRED, THE ON-SITE FIRE FLOW SHALL BE 1000 GPM @ 20 PSI. IF A HYDRANT IS REQUIRED, THE ON-SITE FIRE FLOW SHALL BE 1000 GPM @ 20 PSI. IF A HYDRANT IS REQUIRED, THE ON-SITE FIRE FLOW SHALL BE 1000 GPM @ 20 PSI.
- ALL FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO BUILDING OCCUPANCY. FIRE CODE 904.5.1.
- PLANS SHOWING UNDERGROUND PIPES FOR PRIVATE ON-SITE FIRE HYDRANTS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FIRE CODE 902.2. COUNTY OF LOS ANGELES FIRE DEPARTMENT (NO CALIFORNIA).
- PROVIDE APPROVED UNDERGROUND FIRE SPRINKLER SYSTEM. ALL SET POINTS FOR BUILDING AND FIRE CODE 902.2. PLANS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FIRE CODE 902.2. PLANS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FIRE CODE 902.2. PLANS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FIRE CODE 902.2.
- PORTABLE FIRE EXTINGUISHER REQUIREMENTS SHALL BE DETERMINED BY FIRE DEPARTMENT FIELD INSPECTOR IN ACCORDANCE WITH FIRE CODE 1002.1.
- ALL ROOF COVERINGS SHALL BE CLASSIFIED AS SPECIFIED IN BUILDING CODE 905.1.1 (RESIDENTIAL CODE 907.2.2.4 (1903)).
- CLEARANCE OF OBSTACLE AND VEGETATION SHALL BE MAINTAINED PER FIRE CODE 502.
- APPROVED BUILDING ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED AS TO THE PLANS, VERBALLY AND LOBBY FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONFORM WITH THE BACKGROUND, BE NUMBERED IN ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.125 INCH. FIRE CODE 906.1.

**KEYNOTE LEGEND**

A001	DEFINITIVE FLOOR COURSE
A002	TRANSFORMER FLOOR COURSE
A003	TRENCH AND RECEIVING FLOOR COURSE
A004	BICYCLE RACKS (SEE DETAIL 04/20/20)
A005	ELECTRIC VEHICLE CHARGING STATION
A006	EXPOSED CONCRETE WALL (PT. B) BURNISHED FINISH
A007	EXPOSED CONCRETE WALL (PT. A) BURNISHED FINISH
A008	ELECTRIC VEHICLE CHARGING STATION
A009	OPEN METAL MESH SECURITY FENCE, 8' HIGH REFER TO DETAIL 04/20/20
A010	CONCRETE SIDEWALK
A011	CURB & GUTTER PER CIVIL DRAWINGS
A014	LOADING AREA, 12'W X 24'
A017	SMALL PORT PAVING
A018	FUTURE ELECTRIC VEHICLE CHARGING STATION
A019	SECURITY GATE OPERATOR HOUSING
A020	PARKING STRIPING
A021	SMALL PORT PAVING (SEE CIVIL DRAWINGS)
A022	PARKING STRIPING
A023	FIRE HYDRANT (SEE CIVIL DRAWINGS)
A024	FIRE HOSE (SEE CIVIL DRAWINGS)
A027	HOSE BOX FINAL LOCATION TO BE DETERMINED BY LOCAL FIRE DEPARTMENT
A028	NO PARKING FIRE LANE SIGN (SEE CIVIL DRAWINGS)
A030	SET FIRE HYDRANT (SEE CIVIL DRAWINGS)
A031	PARKING STRIPING (SEE DETAIL C, C/20/20)



PROJECT:  
 Universal City Sheriff Facility  
 3300 LANKESTER BLVD 7532  
 UNIVERSAL CITY, LOS ANGELES  
 CA 91008

OWNER:  
 Universal City Studios LLC  
 100 Universal City Plaza 5511  
 Universal City, CA 91008



**REVISIONS**

NO.	DESCRIPTION	DATE
01	BUILDING OFF-DRAWING	01-20-20
02	BUILDING OFF-DRAWING	01-20-20
03	BUILDING OFF-DRAWING	01-20-20
04	BUILDING OFF-DRAWING	01-20-20
05	BUILDING OFF-DRAWING	01-20-20
06	BUILDING OFF-DRAWING	01-20-20
07	BUILDING OFF-DRAWING	01-20-20
08	BUILDING OFF-DRAWING	01-20-20
09	BUILDING OFF-DRAWING	01-20-20
10	BUILDING OFF-DRAWING	01-20-20

**FILE LOG**

Activity	By
Design	Design
Check	Check
Issue	Issue

Construction Documents  
 DRAFT IFC SET, 2022-10-28

SCALE: 1" = 30'-0"

TRAIL N  
 NORTH

Permit No. UNCLBLDCC22010700029  
 Project No. 046-10100-000  
 JUNE 29, 2022

SITE PLAN - OVERALL REMODEL

**AS101**



EXHIBIT C  
COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 2024, between County of Los Angeles, a body corporate and politic ("County"), and Universal Studios LLC, a Delaware limited liability company ("Universal"), whereby Universal leased to County and County leased from Universal certain premises in the building located at 100 Universal City Plaza, Building 7572, Universal City ("Premises"),

Universal and County hereby acknowledge as follow:

- 1) The Board of State and Community Corrections inspected and approved the use of the areas designated as "LASD Restricted" on \_\_\_\_\_.
- 2) Universal delivered possession of the Premises to County on \_\_\_\_\_ ("Possession Date");
- 3) County has accepted possession of the Premises and now occupies the same; and
- 4) The Lease commenced on \_\_\_\_\_ ("Commencement Date").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY OF LOS ANGELES,  
a body corporate and politic

Universal Studios LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT D**

**COMMUNITY BUSINESS ENTERPRISE FORM**

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

<b>I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)</b>						
1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____						
			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>						
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____						
2. Total Number of Ownership/Partners, Etc.: _____			<b>III. MINORITY/WOMEN- OWNED FIRM CERTIFICATION</b>			
3. Provide the percentage of ownership in each category.	All Employees	Women	Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No  Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Black/African American					
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>						
<input type="checkbox"/> We do not wish to provide the information required in this form.						
Firm Name: _____ Signature/Title: _____ Date: _____						