

Council Meeting of
March 3, 2009

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Safety Committee - Adopt a RESOLUTION authorizing the City's membership in the Los Angeles Regional Interoperable Communications (LA-RICS) joint powers agreement

RECOMMENDATION

Recommendation of the Public Safety Committee to adopt a RESOLUTION to authorize the City's membership in the Los Angeles Regional Interoperable Communications (LA-RICS) Joint Powers Authority (JPA).

Funding

No funding is required.

BACKGROUND AND ANALYSIS

At the February 3, 2009 City Council meeting, Council authorized a meeting of the Public Safety Committee to consider the adoption of a Resolution to authorize the City's membership in the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Agreement with a recommendation to Council. This item was presented to Council by the City Manager, the Communications and Information Technology Director, Fire Chief and Police Chief.

The recommendation to consider interoperability capability stemmed from the National 911 Commission report to Congress and the President that identified serious weaknesses in the nation's ability to respond in a coordinated manner to regional crises and disasters. This was due to a lack of common interoperable radio communications' infrastructures and equipment which became quite evident after the events of September 11, 2001.

On February 18, 2009 the Public Safety Committee heard a presentation from staff on interoperability. The presentation outlined the current City status, the Interagency Communications Interoperability System (ICIS) system used in the I-210 corridor, and the Los Angeles Regional Interoperable Communications (LA-RICS) system under design as a LA County wide approach. The purpose of LA-RICS is to develop and implement a common integrated wireless voice and data communication system that will support the communication needs of 34,000 first responders and local mission-

critical personnel within the Los Angeles County region. Currently, the City of Torrance acting independently has operability with surrounding cities; however there is a definite weakness in our present ability to respond to regional disasters and crises. LA-RICS has been established to alleviate the lack of communication and interoperability among its members.

Upon analyzing the pros and cons of each system, LA-RICS was found to be the most viable choice for reaching maximum interoperability within Los Angeles County at this time. The deadline to join the LA-RICS Joint Powers Authority (JPA) is March 21, 2009. To date, the cost of participation in LA-RICS has not been determined. After the cost to participate has been determined, the City will have 45 days to determine whether to continue membership in LA-RICS JPA.

After much discussion, the Committee voted and unanimously agreed to recommend to Council that the City of Torrance become a member of the Los Angeles Regional Interoperability Communications System Joint Powers Authority. The Committee also included in their recommendation to Council that the Committee reconvene during this 45 day "opt-out" period to re-evaluate participation once costs have been identified. In the forthcoming meeting the Committee will make a final recommendation to Council with respect to continued membership in the JPA.

Attached is the Resolution recommended for adoption.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE



Councilman Gene Barnett, Chair



Councilman Tom Brewer, Member



Councilman Bill Sutherland, Member

Attachments:

- A) Resolution
- B) LA-RICS Joint Powers Agreement
- C) Torrance Council Agenda Item from February 3, 2009
- D) City Council Public Safety Committee Meeting Agenda from February 18, 2009
- E) City Council Public Safety Committee Agenda Item from February 18, 2009
- F) Power Point Presentation (limited distribution)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TORRANCE APPROVING THE LOS ANGELES
REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) JOINT POWERS AGREEMENT THUS
AUTHORIZING THE CITY'S MEMBERSHIP IN THE LA-
RICS AUTHORITY; AND AUTHORIZING THE MAYOR
TO EXECUTE AND CITY CLERK TO ATTEST TO THE
JOINT POWERS AGREEMENT**

WHEREAS, the City of Torrance recognizes the need for a wide-area and interoperable communications system to better respond to regional crises and disaster-type events; and,

WHEREAS, the City of Torrance, acting independently, has limited resources to construct such a communications network providing these capabilities; and,

WHEREAS, a Joint Powers Agreement, intended to create an Authority to coordinate a county-wide radio communications system for law enforcement and fire communications, has been drafted; and,

WHEREAS, the City Council desires to become a member of the Los Angeles Regional Interoperable Communication System (LA-RICS) Authority created thereto;

NOW, THEREFORE, the City Council of the City of Torrance does hereby resolve as follows:

1. Pursuant to the City's authority under the Joint Exercise of Powers Act in California Government Code Section 6500 et seq., the Los Angeles Regional Interoperable Communications System Authority Joint Powers Agreement, attached as Exhibit A and incorporated herein by this reference, is approved thereby authorizing the City's membership in the Los Angeles Regional Interoperable Communications System Authority; and,
2. The Mayor is authorized to execute and the City Clerk to attest to the Joint Powers Agreement to effectuate the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2009.

Mayor Frank Scotto

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

by _____
Ronald T. Pohl, Assistant City Attorney

Sue Herbers, City Clerk

Attachment: Exhibit A Los Angeles Regional Interoperable Communications System
Authority Joint Powers Agreement



**The Los Angeles
Regional Interoperable
Communications System
Authority**

76933

Joint Powers Agreement

January 2009

**The Los Angeles Regional Interoperable Communications System Authority
Joint Powers Agreement
Table of Contents**

RECITALS	1
Article I - GENERAL PROVISIONS	1
1.01 Purpose	1
1.02 Creation of Authority.....	2
1.03 Membership in the Authority.....	2
1.04 Term.....	2
Article II - Board of Directors.....	3
2.01 Composition of the Board.....	3
2.02 Appointment of Directors.....	3
2.03 Purpose of Board.....	4
2.04 Specific Responsibilities of the Board.....	5
2.05 Startup Responsibilities.....	6
2.06 Meetings of the Board.....	7
2.07 Minutes.....	7
2.08 Voting.....	7
2.09 Quorum; Required Votes; Approvals.....	7
Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES.....	8
3.01 Chairperson, Vice-Chairperson and Secretary.....	8
3.02 Treasurer.....	8
3.03 Auditor.....	9
3.04 Bonding of Persons Having Access to Property.....	9
3.05 Other Employees.....	9
3.06 Privileges and Immunities from Liability.....	9
3.07 Advisory Committees.....	9
3.08 Membership of Advisory Committees.....	10
3.09 Meetings of Advisory Committees.....	10
3.10 Officers of Advisory Committees.....	10
Article IV - POWERS	10
4.01 General Powers.....	10
4.02 Power to Issue Bonds.....	10
4.03 Specific Powers.....	11
4.04 Limitation on Exercise of Powers.....	12
4.05 Obligations of Authority.....	12
4.06 Additional Powers to be Exercised.....	12

**The Los Angeles Regional Interoperable Communications System Authority
Joint Powers Agreement
Table of Contents**

Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS 12

 5.01 Adoption of Funding Plan. 12

 5.02 Contributions. 13

 5.03 Accounts and Reports. 13

 5.04 Funds. 13

 5.05 Sharing of Frequencies. 14

 5.06 Violations. 14

 5.07 System Components. 14

 5.08 Adverse Impacts on System. 15

Article VI - WITHDRAWAL AND TERMINATION..... 15

 6.01 Withdrawal by Members. 15

 6.02 Financial Liabilities of Withdrawing Members. 16

 6.03 Retention of Assets by Withdrawing Members. 16

 6.04 Termination of Authority and Disposition of Authority Assets. 16

Article VII - MISCELLANEOUS PROVISIONS 17

 7.01 Notices. 17

 7.02 Amendment; Addition of Members. 18

 7.03 Fiscal Year. 18

 7.04 Consents and Approvals. 18

 7.05 Amendments to Act. 18

 7.06 Enforcement of Authority. 18

 7.07 Severability. 18

 7.08 Successors. 19

 7.09 Assignment. 19

 7.10 Governing Law. 19

 7.11 Headings. 19

 7.12 Counterparts. 19

 7.13 No Third Party Beneficiaries. 19

 7.14 Filing of Notice of Agreement. 19

 7.15 Conflict of Interest Code. 19

 7.16 Indemnification. 19

 7.17 Dispute Resolution/Legal Proceedings. 20

Exhibit A – Members

**Joint Powers Agreement to Establish
The Los Angeles Regional
Interoperable Communications System Authority**

THIS JOINT POWERS AGREEMENT (the "Agreement") is made as of the Effective Date by and between the public agencies set forth in Exhibit A.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

Whereas the Members require wide area and interoperable communications, and Members acting independently have limited resources to construct a communications network providing these capabilities; and,

Whereas the Members have determined that working in concert to share radio communications resources is in the public interest, as doing so would provide the most effective and economical radio communications network for all participating public agencies; and,

Whereas the Members agree that the collective goal is to evaluate, establish, and participate in a public safety radio network to meet or enhance current public safety radio communications needs of Members and to provide an architecture capable of expanding to meet future needs; and,

Whereas, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et. seq., (the "Act") to enter into this Agreement.

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

Article I - GENERAL PROVISIONS

1.01 Purpose.

This Agreement is to create an agency to exercise the powers shared in common by its Members to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (hereinafter referred to as the "Los Angeles Regional Interoperable Communications System", "LA-RICS", or the "System"). As part of this



purpose, Members will seek to meet or enhance the current public safety communications needs with a System capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of the System. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

1.02 Creation of Authority.

Pursuant to the Act, the Members hereby create a public entity to be known as the “Los Angeles Regional Interoperable Communications System Authority” (hereinafter, the “Authority”). The Authority shall be a public entity separate and apart from the Members who shall administer this Agreement. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.

1.03 Membership in the Authority.

Participation in the Authority is limited to public agencies, as defined by the Act, in the greater Los Angeles area that have approved and executed this Agreement, and contributed resources of any kind toward the construction and/or on-going operation of the System (including, but not limited to financial, personnel, frequency, equipment, radio site, real estate or other resources), as approved by the Board of Directors.

1.04 Term.

This Agreement shall become effective, and the Authority shall come into existence, when each of the following occurs (the “Effective Date”):

- (a) The Agreement is authorized and executed by the City of Los Angeles and the County of Los Angeles; and
- (b) Forty-five days has elapsed after the authorization and execution of the Agreement by both the City of Los Angeles and County of Los Angeles.

Prior to the Effective Date, public agencies may become Members of the Authority, without Board approval, by adoption and execution of this Agreement. After the Effective Date, membership is subject to approval by the Board as set forth in Section 7.02(a) of this document.



Article II - Board of Directors.

2.01 Composition of the Board

The Authority shall be administered by a Board of Directors (the "Board") consisting of a minimum of eight (8) Directors and not more than seventeen (17) Directors identified by the following appointing authorities:

1. The City of Los Angeles City Administrative Officer
2. The City of Los Angeles Fire Chief
3. The City of Los Angeles Police Chief
4. The City of Los Angeles Chief Legislative Analyst
5. The County of Los Angeles Chief Executive Officer
6. The County of Los Angeles Fire Chief
7. The Sheriff of Los Angeles County
8. The County of Los Angeles Department of Health Services Director
9. The Los Angeles Unified School District Police Chief
10. The City of Long Beach
11. The Los Angeles Area Fire Chiefs Association
12. The Los Angeles County Police Chiefs Association
13. The California Contract Cities Association
14. At Large
15. At Large
16. At Large
17. At Large

2.02 Appointment of Directors

- (a) Each of the officials listed in 1 through 9 above may appoint one Director and one Alternate Director to the Board when the agency such official represents becomes a Member.
- (b) The City of Long Beach may appoint one Director and one Alternate Director to the Board when the City of Long Beach becomes a Member.
- (c) Each of the Associations listed in 11 and 12 above may appoint one Director and one Alternate Director to the Board when at least one member of their respective Association becomes a Member of the Authority.
- (d) The California Contract Cities Association may appoint one Director and one Alternate Director to the Board when at least one member of the Association becomes a Member of the Authority. In order to participate in the selection process, Association members must also be Members of the Authority.



(e) At Large Directors and Alternate Directors shall be selected by a majority vote of Member cities, other than the Cities of Los Angeles and Long Beach, as follows:

- (1) One At Large Director (and one Alternate Director) must represent a Member city that operates both independent police and fire departments;
- (2) Two At Large Directors (and two Alternates) must represent Member cities that operate an independent police department and/or an independent fire department; and
- (3) One At Large Director (and one Alternate Director) must represent a Member city not otherwise represented on the Board.

(f) Within fifteen (15) days after the Effective Date, eligible Member cities shall endeavor to meet and provide for the selection of the At Large Directors and Alternate Directors, and all other entities shall endeavor to appoint their Directors and Alternates. The logistics for filling the At Large Director and Alternate Director vacancies shall be provided for in the bylaws.

(g) At the time of appointment and for the duration of service, Directors and Alternate Directors shall be employees or officers of Members. All Directors and Alternate Directors shall be non-elected officials, with the sole exception of the Los Angeles County Sheriff.

(h) The term of office of each Director and Alternate Director shall be two years, or until a successor has been appointed. Directors and Alternate Directors may serve an unlimited number of terms.

(i) No Member can hold more than one seat on the Board concurrently, except that the County of Los Angeles and the City of Los Angeles can hold the Board seats designated by the eight individuals listed in items 1 through 8 in Section 2.01.

(j) An Alternate Director may act in their Director's absence and shall exercise all rights and privileges of a Director.

(k) Each Director and each Alternate Director shall serve at the pleasure of the appointing authority and may be removed by the appointing authority at any time without notice.

(l) Notice of any removal or appointment of a Director or Alternate Director shall be provided in writing to the Chair of the Board.

2.03 Purpose of Board.

The general purpose of the Board is to:



- (a) Provide structure for administrative and fiscal oversight;
- (b) Identify and pursue funding sources;
- (c) Set policy;
- (d) Maximize the utilization of available resources; and
- (e) Oversee all Committee activities.

2.04 Specific Responsibilities of the Board.

The specific responsibilities of the Board shall be as follows:

- (a) Identify participating entities needs and requirements;
- (b) Develop and implement a funding plan (the "Funding Plan") for the construction and on-going operation of a shared voice and data system;
- (c) Formulate and adopt the budget prior to the commencement of the fiscal year;
- (d) Hire necessary and sufficient staff and adopt personnel rules and regulations;
- (e) Adopt rules for procuring supplies, equipment and services;
- (f) Adopt rules for the disposal of surplus property;
- (g) Establish committees as necessary to ensure that the interests and concerns of each user agency are represented and to ensure operational, technical and financial issues are thoroughly researched and analyzed;
- (h) Provide for System implementation and monitoring;
- (i) Determine the most appropriate and cost effective maintenance plan for the System;
- (j) Provide for System maintenance;
- (k) Adopt and revise System operating policies and procedures, as well as technical and maintenance requirements;
- (l) Review and adopt recommendations regarding the establishment of System priorities and talk groups;
- (m) Address concerns of all System user agencies;
- (n) Oversee the establishment of long-range plans;



- (o) Conduct and oversee System audits at intervals not to exceed three years;
- (p) Arrange for an annual independent fiscal audit;
- (q) Adopt such bylaws, rules and regulations as are necessary for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement; and
- (r) Discharge other duties as appropriate or required by statute.

2.05 Startup Responsibilities

The Authority shall have the duty to do the following within the specified timeframe or, if no time is specified, within a reasonable time:

- (a) To establish within three (3) months of the Effective Date of this Agreement the Advisory Committees designated in Section 3.07;
- (b) To use its best efforts to develop and adopt within nine (9) months of the Effective Date of this Agreement:
 - (1) A plan specifying a means or formula for determining the timing and sequencing of construction of the System consistent with the functional specifications; and
 - (2) A Funding Plan specifying a means or formula for funding the construction, operation and maintenance of the System; such Funding Plan shall include an allocation of costs among the Members, subscribers, and other funding sources;
- (c) To establish System participation pricing including start-up costs, and ongoing Subscriber/Member unit pricing to cover System operations, technical upgrades, and System replacement reserves;
- (d) To encourage other governmental and quasi-governmental agencies, including but not limited to, the State and Federal government, and special districts, to participate in LA-RICS;
- (e) To establish policies and procedures for the voluntary transfer and/or sharing of assets from Members;
- (f) To retain legal counsel; and
- (g) To evaluate the need for, acquire and maintain necessary insurance.



2.06 Meetings of the Board.

- (a) Regular Meetings. The Board shall provide for its regular meetings provided, however, that at least one regular meeting shall be held quarterly. The date, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of the resolution shall be transmitted to each of the Members.
- (b) Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the bylaws.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950). As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member, Director and Alternate Director.
- (d) First Meeting. The first meeting of the Board shall be no sooner than fifteen (15) days after the Effective Date.

2.07 Minutes.

The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each Director, the Members and other parties upon request.

2.08 Voting.

All voting power of the Authority shall reside in the Board. Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Alternate's Director. No absentee ballot or proxy shall be permitted.

2.09 Quorum; Required Votes; Approvals.

A majority of the appointed Directors shall constitute a quorum of the Board for the transaction of business except that less than a quorum or the Secretary may adjourn meetings of the Board from time-to-time. The affirmative votes of a majority of the appointed Directors shall be required to take any action by the Board, except, two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:

- (a) Establish start-up contributions from Members;
- (b) Adopt a Funding Plan;



- (c) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, levy and collect, or cause to be collected, communication impact fees on new residential, commercial, and industrial development, as authorized by local, state, and federal law;
- (d) Change the designation of Treasurer or Auditor of the Authority;
- (e) Issue bonds or other forms of debt;
- (f) Adopt or amend the bylaws; and
- (g) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, exercise the power of eminent domain.

Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES

3.01 Chairperson, Vice-Chairperson and Secretary.

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

3.02 Treasurer.

The Treasurer and Tax Collector of the County of Los Angeles shall be the Treasurer of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Act. For grants awarded to Members or third parties for use with the System, the Treasurer will work with the Member or third party to put in place appropriate fiscal controls to meet the grant requirements.



3.03 Auditor.

The Auditor-Controller of the County of Los Angeles shall be the Auditor of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Act and generally accepted auditing standards.

3.04 Bonding of Persons Having Access to Property.

Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.

3.05 Other Employees.

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

3.06 Privileges and Immunities from Liability.

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

3.07 Advisory Committees.

The Board shall establish the following Advisory committees:

- (a) Operations Committee – The Operations Committee's primary purpose is to review and recommend to the Board operating policies and procedures that will ensure the System resources are used efficiently to meet the needs of all Members.
- (b) Technical Committee – The Technical Committee's primary purpose is to review and recommend to the Board policies and procedures related to System performance, maintenance and other technical issues.



(c) Finance Committee – The Finance Committee’s primary purpose is to review and recommend to the Board:

- (1) The Funding Plan;
- (2) A fiscal year budget; and
- (3) Financial policies and procedures to ensure equitable contributions by Members.

(d) Legislative Committee – The Legislative Committee’s primary purpose is to review and recommend to the Board a plan for securing funding from state and federal governments and to advise the Board on regulatory and legislative matters.

3.08 Membership of Advisory Committees.

Each Director shall appoint one voting member to each Advisory Committee.

3.09 Meetings of Advisory Committees.

All meetings of each Advisory Committee shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Committee shall provide notice and the agenda to each Member, Director and Alternate Director.

3.10 Officers of Advisory Committees.

Unless otherwise determined by the Board, each Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary.

Article IV - POWERS

4.01 General Powers.

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

4.02 Power to Issue Bonds.

The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code, including the power to issue bonds thereunder.



4.03 Specific Powers.

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

- (a) To make and enter into contracts, including but not limited to, agreements for the purpose of acquiring real and/or personal property, equipment, employment contracts and professional services agreements;
- (b) To make and enter into contracts with subscribers who desire to utilize the System for their primary radio communications and affiliates who desire to utilize the System only for mutual or automatic aid;
- (c) To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;
- (d) To acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) To acquire, hold, lease, or dispose of property;
- (f) To employ or engage contractors, agents, or employees;
- (g) To sue and be sued in its own name;
- (h) To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purposes of the Authority;
- (i) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the individual respective Members;
- (j) To invest any money in the treasury, pursuant to the Act, which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and
- (k) To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.



4.04 Limitation on Exercise of Powers.

All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Los Angeles, as may be amended from time to time.

4.05 Obligations of Authority.

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

4.06 Additional Powers to be Exercised.

In addition to those powers common to each of the Members, the Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

5.01 Adoption of Funding Plan.

It is a critical goal of the Authority to develop a Funding Plan that identifies funding sources and mechanisms, including a development schedule and phasing plan, which will permit the maximum feasible participation by Members. The Funding Plan shall be descriptive as to the contributions required from Members.

Prior to committing resources for the construction of the System, a proposed Funding Plan as designated in Section 2.05(b)(2) shall be developed.

In order for the Funding Plan to be considered by the Members prior to its adoption, the Board shall distribute the proposed Funding Plan to Members pursuant to Section 7.01. The proposed Funding Plan shall be accompanied by a description of the System, and reports and studies to allow Members to determine the System capability, cost, financing and the effects on individual Members. The Board shall also designate a period, which shall be not less than 60 days, during which Members may provide comments to the Board regarding the proposed Funding Plan.

After the comment period has expired, the Board may:

- (a) Adopt the Funding plan as proposed;
- (b) Revise the Funding Plan to address some or all of the Member comments; or
- (c) Reconsider the Funding Plan at a later date.



Notice shall be given to Members pursuant to Section 7.01 within five days of adoption of the Funding Plan. The notice shall include a copy of the adopted Funding Plan. The Board shall also designate a period, which shall be not less than 35 days after the Funding Plan is adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any Member that withdraws from the Authority within this time period.

After the Funding Plan has been adopted, and until contracts are awarded to design and/or construct the System, if the Funding Plan is revised in a manner which will substantially increase the financial obligations of the Members, then any Member so affected will have a further right to withdraw within a period designated by the Board, which shall be not less than 45 days after the adoption of the Revised Funding Plan. There will be no costs for any Member that withdraws from the Authority within this time period, except for obligations incurred prior to the adoption of the Revised Funding Plan.

5.02 Contributions.

The Members may, in the appropriate circumstance, or when required hereunder:

- (a) Make contributions from their treasuries for the purposes set forth herein;
- (b) Make payments of public funds to defray the cost of such purposes;
- (c) Make advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or
- (d) Use its personnel, equipment or property in lieu of other contributions or advances.

No Member shall be required to adopt any tax, assessment, fee or charge under any circumstances.

5.03 Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Members.

5.04 Funds.

The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted



accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

5.05 Sharing of Frequencies.

Members holding Federal Communication Commission (FCC) licenses to frequencies ("Licensee(s)") shall authorize the Authority to share the use of such frequencies and/or radio stations. Such use shall be in accordance with the Code of Federal Regulations, (47 CFR 90.179).

Any authorization for the use of such license shall be made pursuant to a written agreement between the Member and Authority. Revoking such authorization requires Member to provide twelve (12) months advance written notice to the Authority unless otherwise identified in written agreement. Licenses shall remain primary to the Member holding the license. Only the Member is allowed to make any modifications to its license(s) on behalf of the Authority, and the Authority shall pay all associated fees.

5.06 Violations.

Payment of fines and penalties imposed for operational or equipment violations shall be the responsibility of the entity committing the violation. If the entity responsible for a violation is not the FCC Licensee, then the responsible entity shall pay forthwith any fines imposed upon the Licensee, as specified in the bylaws.

5.07 System Components.

The System is comprised of components that include physical plant, infrastructure, frequencies, user equipment, and dispatch center equipment (the "System Components") as described in this Section 5.07. Members shall retain ownership of System Components that they contribute to construct or operate the System, unless otherwise agreed to in writing. The Authority shall retain ownership of System Components purchased by the Authority, unless otherwise agreed to in writing.

(a) **Physical Plant:** The Physical Plant includes the following: real estate, shelters, environmental controls, antenna support structures, power systems, security systems, and other site structures. The maintenance of the Physical Plant shall be in accordance with the requirements specified by the Authority and is the responsibility of the contributing Member, unless otherwise agreed to in writing.

(b) **Infrastructure:** Infrastructure includes the following: antenna systems, base station repeaters, diagnostic and alarm systems, microwave systems, backhaul systems, control equipment and all other related electronic equipment and software. The Authority is responsible for the operation and maintenance of Infrastructure.

(c) **Frequencies:** Frequencies are radio channels that have been licensed by the FCC in accordance with the Code of Federal Regulations. Licensees shall authorize



the Authority to share the use of such frequencies and/or radio stations subject to a separate frequency sharing agreement.

(d) **User Equipment:** User Equipment includes the following: mobile radios, portable radios, mobile data computers, radio data modems, control stations, and other related equipment. All User Equipment shall meet or exceed the minimum acceptable standards established by the Authority. In the event that any User Equipment is determined to be affecting the proper operation of the overall System as identified by the Authority, such User Equipment shall be immediately removed from service and shall not be returned to service until any deficiencies are resolved to the satisfaction of the Authority. The Authority shall maintain a list of User Equipment approved for operation on the System. Any changes to the User Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

(e) **Dispatch Center Equipment:** Dispatch Center Equipment includes the following: dispatch consoles, logging recorders, system interfaces, and other ancillary equipment. The Authority shall maintain a list of Dispatch Center Equipment approved for operation on the System. Any changes to the Dispatch Center Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

5.08 Adverse Impacts on System.

No Member, subscriber or affiliate shall take any action that adversely impacts the System. If the System is impacted by actions of a Member, subscriber or affiliate, the offending party shall take immediate action to return the System to its full operating state. The Authority, or its designee as set forth in the bylaws, shall make the sole determination of whether Member, subscriber or affiliate equipment or operations adversely impact the System.

Article VI - WITHDRAWAL AND TERMINATION

6.01 Withdrawal by Members.

After the periods referred to in Section 5.01, Members may withdraw from the Authority by giving notice as follows:

(a) Members who do not provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson ninety (90) days advanced written notice of its intent to withdraw from the Authority;



(b) Members who provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson twelve (12) months advanced written notice of its intent to withdraw from the Authority.

6.02 Financial Liabilities of Withdrawing Members.

Except as otherwise provided in Section 5.01:

- (a) A withdrawing Member shall remain liable for all financial liabilities incurred during its membership in the Authority; however, the Member shall not be liable for any new financial liabilities incurred after submitting written notice to withdraw.
- (b) The withdrawing Member must continue to pay its share of operating costs during the ninety day or twelve month period, as applicable, after submitting its written notice of the intent to withdraw.
- (c) The Authority and the withdrawing Member may negotiate a buy-out agreement for early termination of membership to retire any ongoing financial obligations the Member shares with the Authority.
- (d) If a withdrawing Member holds a seat on the Board, that Member's participation on the Board shall immediately cease when the written notice to withdraw is submitted.

6.03 Retention of Assets by Withdrawing Members.

Each Member shall hold its licenses and retain sole ownership of its licenses, including those authorized for use by the Member to the Authority. The licenses and any System Components provided by a Member to the Authority shall remain the sole asset of that Member unless otherwise negotiated. If requested by the Authority, the withdrawing Member shall consider options for the Authority's continued use of Member assets. Acceptance of any option is at the sole discretion of the withdrawing Member. In addition, the use by the Authority of the withdrawing Member's System Components shall be terminated upon the effective date of withdrawal (twelve months from initial notice), and such System Components shall remain the sole asset of the withdrawing Member, unless otherwise agreed. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or of any of the remaining Members.

6.04 Termination of Authority and Disposition of Authority Assets.

Upon termination of this Agreement and dissolution of the Authority by all Members, and after payment of all obligations of the Authority, the Board:

- (a) May sell or liquidate Authority property; and



- (b) Shall distribute assets, including real or personal property, in proportion to the contributions made by Members.

Any System Components provided by a Member to the Authority shall remain the asset of that Member and shall not be subject to distribution under this section.

Article VII - MISCELLANEOUS PROVISIONS

7.01 Notices.

Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The parties may give notice by:

- (a) Personal delivery;
- (b) E-mail;
- (c) U.S. Mail, first class postage prepaid;
- (d) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (e) Facsimile; or
- (f) Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- (a) The date of personal delivery;
- (b) The third business day following deposit in the U.S. mail, when sent by "first class" mail;
- (c) The date on which the party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (d) The date of transmission, when sent by e-mail or facsimile.



7.02 Amendment; Addition of Members.

(a) In addition to the original signatories to this Agreement, other public agencies may join the Authority as a Member, subject to the provisions of Section 1.03. The addition of any Member shall become effective upon:

- (1) The execution on behalf of such entity of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and
- (2) The adoption of a resolution of the Board admitting that agency to the Authority.

(b) This Agreement may only be amended by two-thirds of the Members, which must include the affirmative votes of the City of Los Angeles and the County of Los Angeles, evidenced by the execution of a written amendment to this Agreement. However, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would:

- (1) Materially and adversely affect either the rating of bonds issued by the Authority, or bondholders holding such bonds; or
- (2) Limit or reduce the obligations of the Members to make, in the aggregate, payments which are for the benefit of the owners of the bonds.

7.03 Fiscal Year.

The Authority's 12-month fiscal year shall be specified in the Authority's bylaws.

7.04 Consents and Approvals.

Any consents or approvals required under this Agreement shall not be unreasonably withheld.

7.05 Amendments to Act.

The provisions of the Act, as it may be amended from time to time, which are required to be included in this Agreement, are hereby incorporated into this Agreement by reference.

7.06 Enforcement of Authority.

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

7.07 Severability.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for



any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.08 Successors.

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

7.09 Assignment.

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Board.

7.10 Governing Law.

This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

7.11 Headings.

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

7.12 Counterparts.

This Agreement may be executed in counterparts.

7.13 No Third Party Beneficiaries.

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

7.14 Filing of Notice of Agreement.

Within 30 days after the Effective Date, or amendment thereto, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act.

7.15 Conflict of Interest Code.

The Board shall adopt a conflict of interest code as required by law.

7.16 Indemnification.

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including



attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.

7.17 Dispute Resolution/Legal Proceedings.

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

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



Exhibit A - Members

The following entities are Members of the Los Angeles Regional Interoperable Communications System Authority:

1. City of Los Angeles
2. Los Angeles County
- 3.
4. Et al.

COUNCIL MEETING
February 3, 2009

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the City Council:

SUBJECT: Communications and Information Technology – Authorize Public Safety Committee meeting for Interoperability

Expenditure: None

RECOMMENDATION

Recommendation of the City Manager, the Communications and Information Technology Director, Fire Chief, and Police Chief that City Council authorize a meeting of the Public Safety Committee regarding the adoption of a RESOLUTION authorizing the City's membership in the Los Angeles Regional Interoperable Communications System (LA-RICS) joint powers agreement (JPA) with a recommendation coming forward to Council.

Funding

None identified at this time.

BACKGROUND / ANALYSIS

Following the events of September 11, 2001, the National 911 Commission, in its report to Congress and the President, identified serious weaknesses in our ability to respond to regional crises and disasters due to a lack of common interoperable radio communications' infrastructures and equipment. As a result, Los Angeles County initiated the "Los Angeles Regional Interoperable Communications System" (LA-RICS) Steering Committee to develop and implement a common integrated wireless voice and data communication system that will support the communication needs of the more than 34,000 first responders and local mission-critical personnel within the Los Angeles County region.

Joint Powers Agreement - For the past two-and-one-half years, the LA-RICS Steering Committee, consisting of county-wide principal stakeholders, including representatives of City Managers and independent cities, has been meeting to review

the technical and governance issues associated with developing, maintaining, and operating a common interoperable radio system for the benefit of all communities in Los Angeles County.

- The LA-RICS Steering Committee drafted a Joint Powers Agreement (JPA) to create the LA-RICS Authority, whose members will establish a Board of Directors to oversee the LA-RICS project.
- On August 19, 2008, the Los Angeles County Board of Supervisors approved the LA-RICS JPA. The Los Angeles City Council will approve an amended JPA on February 10, 2009. Both the Los Angeles Area Fire and Police Chiefs Associations have endorsed the JPA.
- The LA-RICS JPA requires that cities wishing to become "Member Cities" acquire their individual City Council authorization and approval of the LA-RICS JPA document within 45 days following both the City and the County of Los Angeles' execution of the JPA.
- The JPA is set up so that no financial commitments will be required of participating Member Cities until such time that the newly established Board of Directors adopts a funding plan identifying short and long term capital requirements. All of the LA-RICS Authority's members will have the opportunity to participate in the development of the funding plan. If, at any time prior to the adoption of the funding plan, a Member agency feels that it cannot contribute the identified resources or that it would not be in its best interests to continue participating in the system, that agency may terminate its membership without financial contribution or penalty.

Thus far, the Steering Committee has spent over \$9 million in City and County funds towards the development of the LA-RICS system. Nonetheless, despite the expected availability of future Urban Area Security Initiative (UASI) and other grants, undoubtedly, additional financial resources will be needed to complete funding of LA-RICS. Member agencies will be able to take part in the development of the funding plan, which will give them an opportunity, as stated above, to terminate its membership without financial contribution or penalty, if such Member agency feels it cannot contribute the identified resources.

Another JPA with the same purpose that has been in existence for several years is the Interagency Communications Interoperability System (ICIS), of which Torrance was once a member. As of December 2008, the ICIS JPA (i.e. owners) included Culver City, City of Burbank, City of Glendale, City of Montebello, City of Beverly Hills, City of Pomona, and the City of Pasadena. ICIS is a locally designed and implemented interoperable radio system distributed primarily along the I-210 corridor (north) and its membership has been primarily cities and municipalities north of Los Angeles. We

withdrew from ICIS because "staff has concluded that further participation in the JPA would not offer Torrance any technical or operational advantages." (Council Item 7E, February 28, 2006)

Therefore, it is recommended by the City Manager, the Communications and Information Technology Director, Fire Chief, and Police Chief that Council authorize the Public Safety Committee to consider the adoption of a Resolution of the City Council authorizing the City's membership in the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Agreement (JPA) with a recommendation to Council.

Respectfully Submitted,



RICHARD SHIGAKI
Information Technology Director



MARY GIORDANO
Assistant City Manager



JOHN J. NEU
Police Chief



WILLIAM RACOWSCHI
Fire Chief

CONCUR:



LeRoy Jackson
City Manager

A G E N D A

CITY COUNCIL PUBLIC SAFETY COMMITTEE

DATE: Wednesday, February 18, 2009

TIME: 4:00 p.m.

PLACE: Torrance City Hall, City Manager's Assembly Room, Third Floor

COMMITTEE

MEMBERS: Councilman Gene Barnett, Chair
Councilman Tom Brewer
Councilman Bill Sutherland

STAFF: Mary Giordano, Assistant City Manager
John Neu, Chief of Police
William Racowschi, Fire Chief
Richard Shigaki, Communications & Information Technology Director
Ernest Gallo, CIT Communications Manager
Patrick Sullivan, Deputy City Attorney
Jerry Edwards, CIT Wireless Supervisor

SUBJECT: INTEROPERABILITY OF PUBLIC SAFETY RADIOS

- | | | |
|-------|--------------------------------|--|
| I. | Welcome and Introductions | Chairman Barnett |
| II. | Meeting Objective | Mary Giordano |
| III. | Staff Presentation | Ernest Gallo
Chief Neu
Chief Racowschi |
| IV. | Public Comment | |
| V. | Committee Questions/Discussion | |
| VII. | Direction from Committee | |
| VIII. | Adjournment | |

Local Government Assistance to Reduce Greenhouse Gas Emissions
 February 19, 2009
 Page 2

Workshop Materials

A workshop agenda and presentation will be posted prior to the workshop meeting at ARB's website (www.arb.ca.gov/cc/localaction/meetings/meetings.htm), and made available in hard copy at the meeting. More information on local government activities will be available at ARB's Local Action for Climate Change Emission Reductions website at: www.arb.ca.gov/cc/localaction/localaction.htm

Notification of future activities related to local government will be broadcast via our Climate Change electronic mailing list. You may join the list via the link (see Join Email Lists) at our Climate Change website at: www.arb.ca.gov/cc/cc.htm. This website also includes notices of other ARB activities and public meetings related to the implementation of AB 32 and SB 375.

Video/Audio Webcast

For those unable to attend the workshop in person, a live internet webcast with audio and video will be available at www.calepa.ca.gov/broadcast. During the webcast, the audience will have the opportunity to submit questions and comments by e-mail.

Special Accommodations or Language Assistance

If you have special accommodation or language needs, please contact Rebecca Boyer as soon as possible, via phone at (916) 322-4560, or email at rboyer@arb.ca.gov. TTY/TDD/Speech-to Speech users may dial 7-1-1 for the California Relay Service.

We welcome and encourage your participation at this workshop. If you have any questions regarding the workshop, please contact any of the following ARB staff responsible for specific local government projects.

Local Government Project	Staff Lead	Manager
AB 32 Climate Change Scoping Plan	Tabetha Willmon twillmon@arb.ca.gov (916) 322-7467	Sharon Anderson shanders@arb.ca.gov (916) 324-0934
SB 375	Doug Ito dito@arb.ca.gov (916) 324-0356	
Local Government Toolkit	Dana Papke dpapke@arb.ca.gov (916) 324-9615	Annmarie Mora amora@arb.ca.gov (916) 323-1517

Sincerely,

/s/

Kurt Karperos, Chief
 Air Quality and Transportation Planning Branch
 Planning and Technical Support Division

Committee Meeting of
February 18, 2009

Honorable Chair and Members
of the Public Safety Committee
City Hall
Torrance, California

Members of the Committee: Councilman Barnett (Committee Chair), Councilman
Brewer, Councilman Sutherland

SUBJECT: Interoperability of Public Safety Communications

RECOMMENDATION

Recommendation of the Information Technology Director, City Manager, Police Chief, and Fire Chief that the City of Torrance consider becoming a member of the Los Angeles Regional Interoperability Communications System (LA-RICS), Joint Powers Authority (JPA). Attached documents provide information on LA-RICS and the Interagency Communications Interoperability System (ICIS), another public safety interoperability organization already in existence and operational along the I-210 northern corridor.

BACKGROUND / ANALYSIS

Following the events of September 11, 2001, the National 911 Commission, in its report to Congress and the President, identified serious weaknesses in our ability to respond to regional crises and disasters due to a lack of common interoperable radio communications' infrastructures and equipment. As a result, Los Angeles County initiated the Los Angeles - Regional Interoperable Communications System (LA-RICS) Steering Committee to develop and implement a common integrated wireless voice and data communication system that will support the communication needs of the more than 34,000 first responders and local mission-critical personnel within the Los Angeles County region.

Joint Powers Agreement - For the past two-and-one-half years, the LA RICS Steering Committee, consisting of county-wide principal stakeholders, including representatives of City Managers and Independent Cities, has been meeting to review the technical and governance issues associated with developing, maintaining, and operating a common interoperable radio system for the benefit of all communities in Los Angeles County.

- The LA RICS Steering Committee drafted a Joint Powers Agreement (JPA) to create the LA RICS Authority, whose members will establish a Board of Directors to oversee the LA RICS project.
- On February 3, 2009, the Los Angeles County Board of Supervisors approved the amended LA RICS JPA. The Los Angeles City Council will approve an amended JPA on February 10, 2009. Both the Los Angeles Area Fire and Police Chiefs Associations have endorsed the JPA.
- The LA RICS JPA requires that cities wishing to become "Member Cities" acquire their individual City Council authorization and approval of the LA RICS JPA document within 45 days following both the City and the County of Los Angeles' execution of the JPA.
- The JPA is set up so that no financial commitments will be required of participating Member Cities until such time that the newly established Board of Directors adopts a funding plan identifying short and long term capital requirements. All of the LA RICS Authority members will have the opportunity to participate in the development of the funding plan. If, at any time within 35 days of the adoption of the funding plan, a Member agency feels that it cannot contribute the identified resources or that it would not be in its best interests to continue participating in the system, that agency may terminate its membership without financial contribution or penalty.

Thus far, the Steering Committee has spent over \$9 million in City and County funds towards the development of the LA-RICS system. Nonetheless, despite the expected availability of future Urban Area Security Initiative (UASI) and other grants, undoubtedly, additional financial resources will be needed to complete funding of LA-RICS. Member agencies will be able to take part in the development of the funding plan, which will give them an opportunity, as stated above, to terminate its membership without financial contribution or penalty if such Member agency feels it cannot contribute the identified resources.

The **Interagency Communications Interoperability System (ICIS)** is another JPA initiative of cities along the I-210 corridor that has been operational for several years. Torrance was once an attending member. As of December 2008, the ICIS JPA (i.e. owners) included Culver City, City of Burbank, City of Glendale, City of Montebello, City of Beverly Hills, City of Pomona, and the City of Pasadena. ICIS is a locally designed and implemented interoperable radio communication system distributed primarily along the I-210 corridor (north) and its membership have been primarily cities and municipalities north of Los Angeles. We withdrew from ICIS because "staff has concluded that further participation in the JPA would not offer Torrance any technical or operational advantages." (Council Item 7E, February 28, 2006)

Interoperable Communications options for Public Safety are as follows:

- **Re-Join ICIS (Interagency Communications Interoperability System)
(Still not a viable option as no member cities are near Torrance)**

Pros - ICIS is becoming operational.

Cons - Proximity (majority of its member cities are north of Los Angeles).
 - Requires total infrastructure replacement / upgrade.
 - As of today, there are no technical or operational advantages.

- **Remain as we are (status quo)**

Pros - We already have communication agreements with surrounding cities, as well as with LA County Fire and Sheriffs' Departments.
 - No risk of incurring initial costs of LA-RICS (\$600 million dollars).
 - We'd save a lot of management meeting time.
 - We can request to join at a later date.

Cons - We may be one of only a few LA cities NOT joining.
 - We may not be allowed to join in the future.
 - Our ability to communicate with LA County Fire, Sheriffs, Hospitals, and Emergency operations may diminish.
 - It may cost the City a lot more to join later.

- **Become a member city in LA-RICS (March 21, 2009 deadline)**

Pros - Common communication infrastructure and system with member Cities in LA County.
 - LA County Sheriff and Fire Departments will be on LA-RICS.
 - LA Hospitals and Emergency facilities will be on LA-RICS.
 - Interoperable communication with state and federal agencies.
 - No cost "Opt Out" clause in revised LA-RICS JPA, dated Feb. 3, 2009.

Cons - The projected cost is \$600 million dollars.
 - \$36.5 million = UASI and SHSGP grants diverted to LA-RICS.
 - LA City and LA County hold 11 voting seats of 15 (JPA board).
 - Combined member cities would have 4 votes among them.
 - Loss of local control (LA-RICS becomes decision maker for the city)
 - Big concern is how much it will cost the city.

Staff recommends that, based on the facts known to date, the city consider becoming a member city participant of the LA-RICS Joint Powers Authority pursuant to revised sections 5.01 Adoption of Funding Plan and 6.01 Withdrawal by Members, dated February 3, 2009.

Respectfully submitted,



RICHARD SHIGAKI
Information Technology Director



MARY GIORDANO
Assistant City Manager



JOHN J. NEU
Police Chief



WILLIAM RACOWSCHI
Fire Chief

CONCUR:



LeRoy J. Jackson
City Manager

Attachments:

- A) Torrance Council Agenda Item from February 3, 2009
- B) LA-RICS One Vision - One System
- C) LA-RICS Revised Joint Powers Agreement - February 3, 2009
- D) LA-RICS Letter to All Los Angeles County City Managers
- E) LA-RICS Update and Announcements

Public Safety Committee Meeting

LA-RICS Radio Interoperability

Current Interoperability

Currently

- Local – mutual verbal/written agreements permitting frequencies programmed into radios (same UHF and/or VHF frequency bands) (i.e. police, fire, public works, local government, Torrance Transit)
- County – same as above
- Regional – same as above. Exception: special Access Channels with agencies operating digital channel (i.e. LAPD)
- State – use specially agreed upon state-wide channels (i.e. CLEARS, CLAMARS, OES WHITE (1-3), OES AQUA)
- Federal – exchange handheld radios with FBI (JTTF), Coast Guard, etc.

Future

- Future impact unknown on current interoperability capability
- County has indicated operability may diminish

Alternate Interoperability Options

Interagency Communications Interoperability System (ICIS)

- Interoperability Initiative by a consortia of cities along the I-210 corridor
- Governed by a JPA with a voting board consisting of each member.
- Participants as of December 2008:
 - Members: City of Culver City, City of Burbank, City of Glendale, City of Montebello, City of Beverly Hills, City of Pomona, and City of Pasadena.
 - Subscribers: Bob Hope Airport, City of Alhambra, City of Arcadia, City of Monrovia, City of Monterey Park, City of San Gabriel, City of San Marino, City of Sierra Madre, and City of South Pasadena
- Funding sources as of December 2008:
 - \$500,000 from a 2005 Fiscal Year Federal Appropriation Bill
 - \$2,000,000 from an Urban Area Security Initiative (UASI) grant
 - \$683,300 from other sources
 - Some shared infrastructure provided by member agencies was funded by grants obtained individually and separate from ICIS requests.

Alternate Interoperability Options (cont.)

Los Angeles Regional Interoperability Communications System (LA-RICS)

- Initiative to create a regional interoperable radio communications system
- Collaboration of law enforcement, fire service & public health professionals
- Steering Committee members as of Jan 2008:
 - County of Los Angeles, City of Los Angeles, City of Long Beach, Interagency Communication Interoperability System, Los Angeles Area Fire Chiefs Association, Los Angeles Area Police Chiefs Association, Independent Cities Association, and Contract Cities Association.
- Final JPA revision will be presented to LA County/City on Feb 10th
- Participants in final JPA have not been finalized
- Funding sources as of December 2008:
 - \$70M from Urban Area Security Initiative (UASI) grant
 - 60% of all future UASI grants to Los Angeles region
- Set a goal of obtaining \$100M of future UASI funding for design phase
- Projected costs of \$600M over 5-year project timeline
- Spent \$9M of grant funds for consulting services (incl. \$2.5M for RFP prep)

Major Project Milestones

ICIS

- 2002 – Torrance becomes Allied Agency; Torrance joins via Interim JPA
- 2003 – JPA established with 5 members; Torrance and Burbank join later
- 2004 – Members have invested \$43M; cost sharing begins (\$16,750 each)
- 2005 – JPA seeks \$4M in Federal appropriations for expansion; Culver City joins; subscriber category created
- 2006 – Torrance withdraws from JPA; cost sharing increased (\$40,000 each); subscriber fees set
- 2007 – Eight (8) subscribers added to JPA
- 2008 – Inglewood declares interest in joining; JPA approves affiliation with LA-RICS and prompts members to consider joining.

LA-RICS

- 2002 – LATCS committee begins meeting; objectives are similar to ICIS; renamed to LARTCS
- 2003 – LARTCS begins soliciting membership via MOU
- 2004 – LARTCS renamed to LA-RICS with more clear mission and funding strategy
- 2006 – Consultants deliver Needs Assessment Report; trunked 700/800 MHz solution selected; JPA director and board structure outlined
- 2008 – First JPA draft released to agencies; Torrance reviews JPA draft; LA County approves draft; LA City request changes; County granted 200 UHF radio channels
- 2009 – Revised JPA draft to be submitted to LA County and LA City.

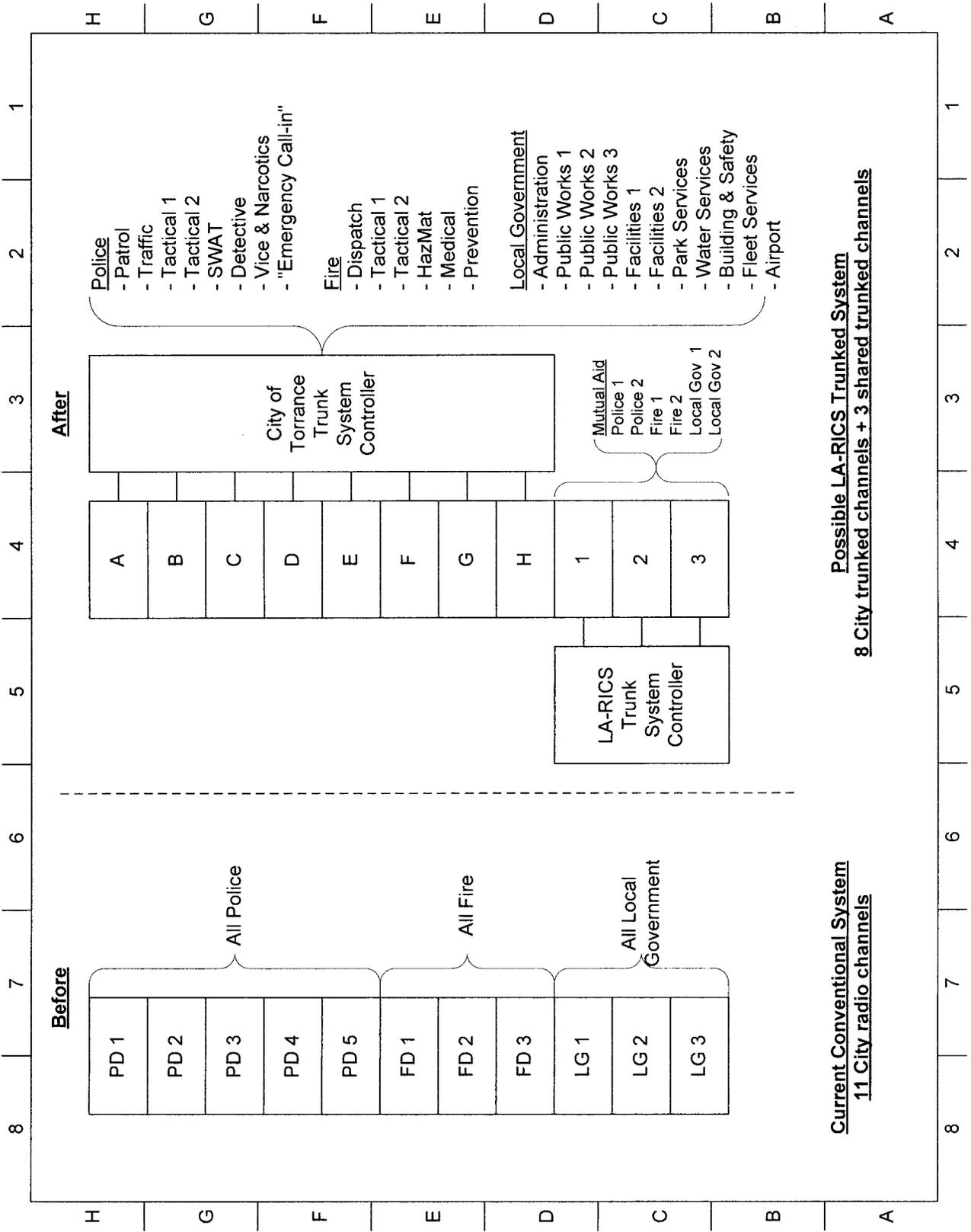
Trunking vs. Conventional

Trunking (ICIS & LA-RICS)

- Share a small pool of frequencies among a large number of users
- User's PTT initiates a request, the system grants a channel, and system informs others in the same "talk group" to listen.
- Probability that radio transmissions are brief (less than 5 seconds) and infrequent (less than 5% operational usage per day)
- Number of trunked channels required correlate to the number of likely concurrent conversations expected
- Permits more talk groups than there are radio channels available

Conventional (Torrance)

- Dedicate a frequency channel to a small or large group of users
- User's PTT opens the dedicated channel and can communicate with those users already listening on that channel
- Preserves each channel for a specific and exclusive use irrespective of transmission length and idle system time
- Number of conventional channels required correlate to the number of user group conversations required
- Permits group conversations on a channel by channel basis.



Possible LA-RICS Trunked System
 8 City trunked channels + 3 shared trunked channels

Current Conventional System
 11 City radio channels

Pros and Cons

ICIS

Pros

- Supports law, fire and non-public safety operations
- Each member has 1 vote
- Subscriber levels offered (no vote; fee per radio)
- Members migrate their system when they choose
- Shared costs are known (\$40k); no buy-in costs

Cons

- Must fund their own equipment replacements
- Must share 1 to 3 radio channels
- System coverage defined by participants (i.e. I-210 corridor)
- Full interoperability only between ICIS members only (currently 7 each)
- Communications interface to LA-RICS is unclear

LA-RICS

Pros

- Future UASI and SHSGP funding may be available for equipment replacements
- Complies with Homeland Security's highest interoperability criteria
- Sharing radio channels may not be necessary (i.e. 200 UHF channels)

Cons

- System in RFP stage and not likely to deploy for 2+ years
- Select members have 1 vote each; others represented by designated member (COT no vote)
- Shared costs unknown; no penalties for withdrawing within 45 days; possible costs/penalties after initial window closes
- Expected to only support public-safety operations
- Must develop alternatives to keep current interoperability with PW, Transit, etc.

Independent

Pros

- Existing interoperability with surrounding cities
- No risk of incurring a portion of \$600M initial LA-RICS costs
- Avoids costly staff time spent attending JPA meetings
- Can join either JPA at a later date

Cons

- May be one of the only cities not joining JPA
- May not be allowed to join LA-RICS in future
- Future interoperability with LA County, etc. may diminish
- May cost more to join LA-RICS at a later date

Hardware Migration & Recurring Costs

<u>ICIS</u>	<u>LA-RICS</u>	<u>Independent</u> <small>(conventional)</small>
<ul style="list-style-type: none"> • Police = \$288,000 • Fire = \$1,254,800 • Other = \$2,235,000 • Common = \$529,240 Total = \$4,307,040 	<ul style="list-style-type: none"> • Police = \$288,000 • Fire = \$1,254,800 • Other = \$2,235,000 • Common = \$529,240 Total = \$4,307,040 	<ul style="list-style-type: none"> • Police = \$1,440,000 • Fire = \$618,000 • Other = \$843,000 • Common = \$549,000 Total = \$3,450,000
<ul style="list-style-type: none"> • External Costs: \$40,000/yr member fee • Internal Costs: \$675,750/year • Timeline set by COT coordinated with ICIS project priorities 	<ul style="list-style-type: none"> • External Costs: Unknown recurring costs • Internal Costs: \$675,750/year • Timeline possibly set by LA-RICS funding availability or project priorities 	<ul style="list-style-type: none"> • External Costs: None • Internal Costs: \$675,750/year • No externally imposed timeline

LA-RICS Cost Allocations

- **Project Cost Projections:**
 - System Engineering and Design (2008; \$100M)
 - System Build-out (2009; \$175M)
 - System Build-out & Acceptance Testing (2010; \$100M)
 - System Migration & User Training (2011; \$100M)
 - Complete Migration & Training (2012; \$50M)
- **Ongoing costs and cost allocations have not been determined**
- **LA City and County “likely will contribute the most money”**
- **Costs not covered by grants will be prorated by JPA among its members.**

Possible Options

1. Re-join ICIS
 - Pay a pro-rated portion of the 1st year's fee (100% thereafter)
 - Design/submit system migration plan to ICIS JPA board
2. Sign LA-RICS JPA
 - Reconsider membership when fees are published
 - Remain a member and pay allocated share of costs
 - Comply with any mandated migration timelines
 - Fund migration costs not subsidized by LA-RICS (non-public safety)
 - Withdraw from JPA within designated opt-out period
 - Re-Join ICIS or remain independent
3. Remain Independent

Staff's Recommendation

- Consider adopting resolution to become a member city participant of LA-RICS Joint Powers Authority
- Reassess membership after LA-RICS Funding Plan is published and evaluate continued participation