



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

**USER AGREEMENT
FOR
AFFILIATES**

AGENCY NAME

AGREEMENT NO.: LA-RICS-AFF-XX

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LA-RICS USER AGREEMENT (AFFILIATE)

AGENCY NAME (AGREEMENT NO.)

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

AGENCY NAME

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 **Agency Name** 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 **Affiliate**, 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 an Affiliate. Given User is an Affiliate, 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 Affiliate for emergency and mutual aid purposes only, and roaming when permitted by the Authority.

2. USER RESPONSIBILITIES

User is an Affiliate and hereby agrees:

- 2.1. To register all of Affiliates radios, consoles, and consolettes (collectively hereinafter "Radio(s)"), that may be used on the LMR System for emergency and mutual aid purposes on Exhibit B (Affiliate Radios). Affiliate shall keep Authority apprised as to the number of Affiliate Radios utilizing the LMR System.

- 2.1.1. Affiliate shall notify Authority within fifteen (15) days if there is a change to the Affiliate Radios set forth in Exhibit B (Affiliate Radios).

- 2.2. 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>

- 2.2.1. Affiliate shall be responsible for the installation, maintenance, repairs, and software upgrades required of Affiliate-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios.
 - 2.2.2. Affiliate is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Affiliate's fixed equipment operating on the LMR System frequencies.
- 2.3. Affiliate enters into this Agreement with the understanding and acknowledgement that Affiliate is responsible for training and educating its users regarding the proper use of Radios on the LMR System.
 - 2.3.1. Affiliate enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Affiliate understands and acknowledges that recording of the Affiliate's

radio audio for Affiliate's use is the responsibility of the Affiliate. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.

- 2.3.2. Affiliate must provide copies of Affiliate's Radio codeplugs for Authority to reference for troubleshooting purposes, as needed.
- 2.3.3. It is Affiliate'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.
- 2.3.4. It is the responsibility of Affiliate to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Affiliate's operations.
- 2.4. Affiliate enters into this Agreement with the understanding and acknowledgment that in order to use the trunked voice subsystem of the LMR System, Affiliate will need and use Authority approved and compatible Project 25 (P25) Affiliate equipment. In addition, for 700 MHz trunked operation, Affiliate's Affiliate equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.5. Not to lease, loan, give or provide in any form Affiliate-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.
- 2.6. 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.
- 2.7. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. Affiliate is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.8. Affiliate 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.

- 2.9. Affiliate 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 Affiliate of all such policies.

3. RIGHT TO SUSPEND AND/OR REVOKE USE OF LMR SYSTEM

- 3.1. 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.
- 3.2. 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.

4. RADIO PROGRAMMING

- 4.1. All User's Radios shall be programmed for use on the LMR System in accordance with Section 2.2 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). 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.

5. COVERAGE

- 5.1. 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.

6. WARRANTIES

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

7. AGREEMENT TERM – AUTOMATIC RENEWAL

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.

8. 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.

9. DESIGNATED ADMINISTRATORS

- 9.1. 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

- 9.2. 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 200

Monterey Park, CA 91754

scott.edson@la-rics.org

(323) 881-8281

- Authority Designated Administrator Designee:

LA-RICS

Lieutenant Joseph Dominguez

2525 Corporate Place, Suite 200

Monterey Park, CA 91754

jfdoming@lasd.org

(323) 881-8275

- LMR System Manager

LA-RICS

Ted Pao

2525 Corporate Place, Suite 200

Monterey Park, CA 91754

tpao@lasd.org

(323) 881-8028

- 9.3. 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.
- 9.4. Authority, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

10. NOTICES

- 10.1. 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.
- 10.2. 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 C (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
 - f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 10.3. 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.

- 10.4. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. WAIVER

- 15.1. 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.

- 15.2. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. ENTIRE AGREEMENT

This Agreement, Exhibit A (LA-RICS Radio Use Protocols), Exhibit B (Affiliate Radios), Exhibit C (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)

LA-RICS USER AGREEMENT (AFFILIATE)

AGENCY NAME (AGREEMENT NO.)

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

**LOS ANGELES
REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY**

USER

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.

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 C (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 Act 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.

AFFILIATE USER AGREEMENT
AGENCY NAME (AGREEMENT NO.)

ITEM NO.	TYPE OF RADIOS (MAKE AND MODEL)	RADIO ID (AGENCY RADIO ID)	SERIAL NO.	APPROVED BY THE AUTHORITY
XX	TOTAL NUMBER OF AFFILIATE RADIOS			

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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

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