



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

**USER AGREEMENT
FOR
SUBSCRIBER ENTITIES WITH 20,000+ RADIOS
ON THE LMR NETWORK**

COUNTY DEPARTMENT NAME

AGREEMENT NO.: LA-RICS-SUB-XX

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. AUTHORITY RESPONSIBILITIES.....	2
2. USER RESPONSIBILITIES.....	3
3. BILLING	5
4. RIGHT TO SUSPEND AND/OR REVOKE USE OF LMR SYSTEM	5
5. RADIO PROGRAMMING	6
6. COVERAGE	6
7. TALKGROUP PRIORITY	6
8. WARRANTIES	7
9. AGREEMENT TERM – AUTOMATIC RENEWAL	7
10. INTERRUPTION OF SERVICE	8
11. DESIGNATED ADMINISTRATORS.....	8
12. NOTICES.....	9
13. DISCLAIMERS	10
14. INDEPENDENT STATUS.....	11
15. ASSIGNMENT.....	11
16. DEFAULT	11
17. WAIVER	11
18. INTERPRETATION	11
19. GOVERNING LAW, JURISDICTION, AND VENUE	12
20. SEVERABILITY	12

LA-RICS USER AGREEMENT

SUBSCRIBER ENTITIES WITH 20,000+ RADIOS

COUNTY OF LOS ANGELES DEPARTMENTAL SUBSCRIBER NAME (AGREEMENT NO.)

SECTION

PAGE

21. FACSIMILE REPRESENTATIONS.....	12
22. AMENDMENTS.....	12
23. ENTIRE AGREEMENT.....	12

EXHIBITS

- EXHIBIT A: LA-RICS RADIO USE PROTOCOLS
- EXHIBIT B: TALKGROUP DETAILS
- EXHIBIT C: LMR SYSTEM RATE SCHEDULE
- EXHIBIT D: NOTIFICATION CONTACT LIST

LA-RICS USER AGREEMENT

SUBSCRIBER ENTITIES WITH 20,000+ RADIOS

COUNTY OF LOS ANGELES DEPARTMENTAL SUBSCRIBER NAME (AGREEMENT NO.)

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

DEPARTMENT 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 **Department Name**, referred to herein as "**User**." Together, Authority and User will 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 will do so by entering into this Agreement with Authority.

WHEREAS, **Department Name** is a departmental member of the County of Los Angeles, who is a Subscriber with an overall Radio count of 20,000+ Radios on the LMR System.

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

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

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

AGREEMENT

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

1. AUTHORITY RESPONSIBILITIES

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

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

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

- 1.6 To provide Subscriber Entities with an overall Radio count of 20,000+ Radios on the LMR System a "Value Add" of ESChat licenses on a gratis basis. The amount of ESChat licenses granted will be determined by the Authority. The ESChat licenses will be granted for the Term of the Agreement pursuant to Section 9 (Agreement Term – Automatic Renewal) of the Agreement.

2. USER RESPONSIBILITIES

User is a Subscriber and hereby agrees:

- 2.1. To pay Authority all fees for the LMR System services in the agreed upon timeframe defined in Section 3 (Billing) of this Agreement.
- 2.2. To keep Authority apprised as to the number of Subscriber Radios utilizing the LMR System. Activated Radios not removed from the LMR System by Subscriber will continue to be charged to Subscriber at the agreed upon service rate.
 - 2.2.1. Subscriber must notify Authority within fifteen (15) days if there is a change to the number of Subscriber radios set forth in Exhibit C (LMR System Rate Schedule) as referenced in Section 1.4 of this Agreement.
- 2.3. To program and maintain equipment operating on the LMR System to applicable FCC Title 47 Part 90 Code of Federal Regulations at:

<https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47>
 - 2.3.1. Subscriber will be responsible for the installation, maintenance, repairs, and software upgrades required of Subscriber-owned radio equipment including dispatch consoles, base stations, mobile radios, and portable radios. If a Subscriber does not have the resources for installing, maintaining, or repairing the Subscriber-owned equipment, then Subscriber may enter into a separate agreement for required services with Authority.
 - 2.3.2. Subscriber is responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for Subscriber's fixed equipment operating on the LMR System frequencies.
- 2.4. Subscriber enters into this Agreement with the understanding and acknowledgement that Subscriber is responsible for training and educating its users regarding the proper use of Radios on the LMR System.
 - 2.4.1. Subscriber enters into this Agreement with the understanding and acknowledgement that radio conversations conducted on the LMR System may be recorded by Authority. However, Subscriber understands and acknowledges that recording of the Subscriber's Radio audio for Subscriber's use is the responsibility of the Subscriber. For additional information regarding recording, please refer to Exhibit A (LA-RICS Radio Use Protocols), Section 3 (Audio Logging Recorders) of this Agreement.

LA-RICS USER AGREEMENT

SUBSCRIBER ENTITIES WITH 20,000+ RADIOS

COUNTY OF LOS ANGELES DEPARTMENTAL SUBSCRIBER NAME (AGREEMENT NO.)

- 2.4.2. Subscriber must provide copies of Subscriber's Radio codeplugs for Authority to reference for troubleshooting purposes. Updated codeplugs must be submitted to Authority prior to distribution of Subscriber's Radios.
- 2.4.3. It is Subscriber's responsibility to provide written notice to Authority Designated Administrator and/or its Authorized Designee as set forth in Section 11.2 of this Agreement, identifying any lost or stolen Radios (type of radio, serial/asset number, description of circumstances related to loss/damage) as soon as possible.
- 2.4.4. It is the responsibility of Subscriber to test radio functions including, but not limited to, emergency alert, roaming, console patch, and other functions deemed necessary and critical to Subscriber's operations.
- 2.5. Subscriber enters into this Agreement with the understanding and acknowledgement that in order to use the trunked voice subsystem of the LMR System, Subscriber will need and use Authority approved and compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz trunked operation, Subscriber's subscriber equipment must operate in P25 Phase 2 (TDMA) mode.
- 2.6. Not to lease, loan, give or provide in any form Subscriber-owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment) operating on the LMR System to any third-party for their use on the LMR System without prior approval from Authority.
- 2.7. To observe and abide by all applicable statutes, laws, ordinances, rules, and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the LMR System.
- 2.8. To keep all radio communication brief and to the point. Radio system traffic is to be used solely for official business only. Subscriber is responsible for the appropriate use of the system in accordance with the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement.
- 2.9. Subscriber enters into this Agreement with the understanding and acknowledgment that it must comply with and abide by all applicable operational guidelines, technical specifications, and technical requirements, including cybersecurity, pursuant to the Exhibit A (LA-RICS Radio Use Protocols) to this Agreement, which may be updated from time to time.
- 2.10. Subscriber enters into this Agreement with the understanding and acknowledgment that it must comply with and abide by all applicable LA-RICS policies related to the use of the LMR System as they are implemented. Authority will notify and provide copies to Subscriber of all such policies.

LA-RICS USER AGREEMENT

SUBSCRIBER ENTITIES WITH 20,000+ RADIOS

COUNTY OF LOS ANGELES DEPARTMENTAL SUBSCRIBER NAME (AGREEMENT NO.)

- 2.11. Subscriber agrees to use the ESChat license(s) provided by the Authority as a "Value Add" on a gratis basis consistent with the operational guidelines of the LMR System pursuant to Exhibit A (LA-RICS Radio Use Protocols). Subscriber further agrees to keep all communications on ESChat brief and concise. Additionally, Subscriber agrees that ESChat communications is to be used solely for official business use only.

3. BILLING

- 3.1. If User is a departmental member of the County of Los Angeles, who is a Subscriber with an overall Radio count of 20,000+ Radios on the LMR System, Subscriber agrees to pay Authority monthly starting July 1, 2025 ("Commencement Date") for the use of the LMR System ("**Monthly Fee(s)**"). The actual amount of Monthly Fees will be determined by the number of active Radios and/or radio equipment registered on the LMR System in accordance with Section 1.4 and Exhibit C (LMR System Rate Schedule) of this Agreement.
- 3.2. Payment of Monthly Fees for Subscribers using the LMR System will be electronically transferred from Subscriber to Authority via Journal Voucher.
- 3.3. Subscriber will be billed monthly in arrears. Subscriber must schedule the payment of invoices to Authority no later than thirty (30) days after receipt of said invoice. If errors are found in the invoice or Subscriber disputes the invoice charges or services rendered, Subscriber will immediately notify Authority in writing. Partial payment of an invoice without Authority's approval is prohibited. Subscriber's failure to make timely payments in compliance with this section may result in action as defined in Section 4 (Right to Suspend and/or Revoke Use of LMR System).
- 3.4. It is Subscriber's responsibility to inform Authority of any changes in service, Radio counts, etc. in accordance with Section 2.2 of this Agreement.
- 3.5. User is a Departmental Member of the County of Los Angeles, who is a Subscriber with an overall Radio count of 20,000+ Radios on the LMR System. As a result, User will receive a "Value Add" of a certain amount of ESChat licenses, to be determined by the Authority, on a gratis basis. No payment for such ESChat licenses is required by the User and the Authority will not bill the User for these ESChat licenses.

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

- 4.1. If User is a Subscriber, Authority reserves the right to suspend and/or revoke Subscriber's ability to add/remove equipment, modify existing service or add a new service should Subscriber fail to make timely payment to Authority for the services rendered. If Subscriber fails to make any payment or fails to perform as required by any other provision hereunder,

Subscriber will be notified in writing of the violation. Subscriber must correct the violation within 30 days of notice, or Authority may suspend and/or revoke Subscriber's service.

- 4.2. Notwithstanding the above, regardless of whether User is a Subscriber or Affiliate, Authority will have the right to immediately suspend and/or revoke User's ability to use the LMR System, add/remove Radios, modify existing service or add a new service at any time if User fails to use the LMR System in accordance with rules and regulations of the FCC or if User fails to use the LMR System in accordance with applicable laws and regulations, including the terms of this Agreement, Authority policies or attachments thereto.

5. RADIO PROGRAMMING

- 5.1 All User's Radios must be programmed for use on the LMR System in accordance with Section 2.3 of this Agreement.
- 5.2 System-soft keys may be provided, in the Authority's sole discretion, to User or independent private service shops providing a programming service to Users for radio programming of the LMR System frequencies into Users owned equipment (i.e. Radios, dispatch consoles, consolettes, modems, and other equipment). System-soft key requests must be made in writing to Authority. User hereby agrees that system-soft keys will be surrendered immediately, if requested by Authority.

6. COVERAGE

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

7. TALKGROUP PRIORITY

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

Authority and the Authority may change priorities during an unusual occurrence, emergency, or disaster:

7.1. Priority One – Emergency

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

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

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

7.3. Priority Three – Extraordinary/Temporary

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

7.4. Priority Four – Medical Priority

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

7.5. Priority Five – Non-Mission Critical

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

7.6. Additional Priority Levels As Needed – Unassigned

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

8. WARRANTIES

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

9. AGREEMENT TERM – AUTOMATIC RENEWAL

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

- 9.2. Either party may terminate this Agreement at any time by giving to the other party written notice at least ninety (90) days prior to the desired termination date.
- 9.3. If User is a Subscriber, the rates, charges, and fees due and payable by Subscriber for any annual extension will 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 will be at the new rates, charges, and fees set out by Authority in its notification prior to the automatic renewal date.

10. INTERRUPTION OF SERVICE

Authority will 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 will have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Authority or its contractors and subcontractors, including, but not limited to, acts of God, acts of Governmental entities, acts of the public enemy, strikes, or severe weather conditions.

11. DESIGNATED ADMINISTRATORS

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

- User Authorized Designated Administrator:

County of Los Angeles

Departmental Name

Administrator Name

Address

Email

Phone number

- User Authorized Designated Administrator Designee:

County of Los Angeles

Departmental Name

Administrator Name

Address

Email

Phone number

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

- Authority Authorized 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 Authorized 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

11.3. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such deployment, the User must be consulted and a mutual determination thereof will be made by both the User and Authority.

11.4. Authority, in an unresolved dispute, will have final and conclusive determination as between the Parties hereto.

12. NOTICES

12.1. Notices desired or required to be given pursuant to this Agreement or by any law must be provided in the manner pursuant to this Section 12 (Notices), which may be updated from time to time.

12.2. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this

Agreement must be in writing, unless otherwise specified in Exhibit D (Notification Contact List). Notice will be sufficiently given for all purposes as follows:

- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
 - f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 12.3. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 12.4. Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

13. DISCLAIMERS

- 13.1 User accepts the LMR System as-is, and assumes all risks and resulting liabilities, both known or unknown to User, arising from or connected with use of the LMR System, or as it relates to any obligations, terms or conditions in this Agreement.
- 13.2 Authority and its member agencies in the JPA, disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, for the LMR System provided by this Agreement. The Authority and its member agencies in the JPA, expressly disclaims and will not be liable to the User for any and all

losses or liabilities resulting from use of the LMR System or arising from or related to any obligations, terms or conditions in this Agreement, and User hereby waives all claims and recourse against the Authority and its member agencies in the JPA, except from claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the Authority, its member agencies in the JPA, its directors, officers, contractors, subcontractors, staff and agents.

14. INDEPENDENT STATUS

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

15. ASSIGNMENT

This Agreement is specific to Authority and User, and, in the event User attempts to assign or transfer the same in whole or in part, all rights hereunder may immediately terminate. Authority, may however, assign this Agreement to any one of its member agencies in the JPA without prior consent of User, so long as such member agency agrees to perform and fulfill Authority's obligations herein.

16. DEFAULT

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

17. WAIVER

17.1. Any waiver by either Party of the breach of any one or more of the covenants, conditions, terms and Agreement's herein contained should 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 will failure on the part of either Party to require exact, full, and complete compliance with any of the covenants, conditions, terms, or Agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions thereof.

17.2. No option, right, power, remedy, or privilege of either Party should 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 are cumulative.

18. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers will be deemed to include the other; (ii) the masculine, feminine,

and neuter genders will 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 should 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 should not be construed against either Party.

19. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement will 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 will be exclusively in the County of Los Angeles.

20. SEVERABILITY

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

21. FACSIMILE REPRESENTATIONS

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

22. AMENDMENTS

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

23. ENTIRE AGREEMENT

This Agreement, Exhibit A (LA-RICS Radio Use Protocols), Exhibit B (Talkgroup Details), Exhibit C (LMR System Rate Schedule), Exhibit D (Notification Contact List), and any executed Amendments, between the Parties hereto, and no addition or modification of any terms or provisions will be effective unless set forth in writing, signed by both User and Authority.

LA-RICS USER AGREEMENT

SUBSCRIBER ENTITIES WITH 20,000+ RADIOS

COUNTY OF LOS ANGELES DEPARTMENTAL SUBSCRIBER 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**

**COUNTY OF LOS ANGELES
DEPARTMENTAL NAME**

Scott Edson, Executive Director

Department Designee

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 authorized 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 must be coordinated 72 hours prior to the start of work by LMR System Manager's written notification. Unplanned outages impacting services must 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 will be responsible for distributing a written notification or email to all Users contacts listed in Exhibit D (Notification Contact List) that may be impacted by the upgrade.

3. AUDIO LOGGING RECORDERS

3.1 Purpose or Objective

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

3.2 Technical Background

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

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

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

3.3 Protocol/Standard

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

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

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

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

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

3.4 Procedure

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

3.5 Management

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

TALKGROUP DETAILS

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

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

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

LMR SYSTEM RATE SCHEDULE

SUBSCRIBER	
Subscriber Entity with 20,000+ Radios <u>Including</u> NMDN – Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$65
Number of Subscriber's Radios (portables, mobiles, and fixed)	
Number of Subscriber's Consoles	
Number of Subscriber's Consolettes	
Number of Subscriber's Modems (Narrowband Mobile Data Network)	
Number of Subscriber's Other Equipment	
TOTAL MONTHLY FEES: (\$65 x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	

Note 1: This information is being collected for billing purposes. Additional information regarding Subscriber Devices will be required at the time of provisioning.

Note 2: If User is a Departmental Member of the County of Los Angeles, who is a Subscriber with an overall Radio count of 20,000+ Radios on the LMR System, User will receive a "Value Add" of a certain amount of ESChat licenses, to be determined by the Authority, on a gratis basis. No payment for such ESChat licenses is required by the User and the Authority will not bill the User for these ESChat licenses.

CACHE RADIOS	
Subscriber Entity with 20,000+ Radios <u>Including</u> NMDN – Monthly Rate per Device (i.e. Radios, consoles, consolettes, modems, other equipment, including smartphones with PTT functionality)	\$65
Number of Subscriber's Cache Radios (portables, mobiles, and fixed)	
TOTAL POTENTIAL MONTHLY FEES (IF USED): (\$65 x Each Device, Radio, Console, Consolette, Cache Radio, Modem, Other Equipment, including smartphones with PTT functionality)	

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

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 must be directed to the following User individuals by phone and/or email:

User	User Authorized 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