

## **HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Carson (hereinafter referred to as "User") and the Los Angeles Regional Interoperable Communications System Authority (hereinafter referred to as "LA-RICS" or the "Authority").

### **RECITALS**

WHEREAS, the User is a Member Agency, Subscriber, or Affiliate of LA-RICS; and

WHEREAS, the User is requesting the Authority and its staff who are on loan from the County of Los Angeles (County) to program, diagnose, troubleshoot, and/or repair the User's own or loaned public safety radio(s) and/or radio accessories; in an amount of one hundred twenty (120) portable radios; and

WHEREAS, the Authority and/or the County is willing to perform the Service requested by the User, with User to make requests as they pertain to any particular radios or radio accessories by completing and submitting to the Authority the Request for Equipment Service Form attached hereto as Exhibit "B"; and

WHEREAS, in exchange for valuable consideration, the User shall hold harmless the Authority and its Member Agencies, including the County, from any claims and/or litigation arising out of the Authority's performance of Services rendered, on the terms set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, User and Authority hereby agree as follows:

#### **1. INCORPORATION OF RECITALS**

The Recitals contained herein are contractual in nature and are not merely recitals, and are incorporated as terms of this Agreement.

#### **2. SCOPE OF WORK**

- 2.1 During the term of this Agreement, User may deliver User Equipment on loan to User as covered by a separately executed *Memorandum of Understanding for Use of LA-RICS User Equipment*, or User may deliver to Authority its public safety radios and accessories consisting of portable radios, mobile radios, and base station radios (collectively "User Radio(s)"), for programming, diagnosis, troubleshooting, and/or repair ("Service"). Such User Radios must be for use on the Authority's Land Mobile Radio (LMR) System.

- 2.2 The Authority has the right, in its sole discretion, to determine what User Radio(s) will be accepted for Service, which may include programming, troubleshooting, and/or repair by the Authority.

### **3. CONDITION(S) OF USE**

- 3.1 Exhibit "A" (Radio Equipment List) shall identify all the User Radio(s) and/or radio accessories that the User and Authority agree to have the Authority perform Service on.
- 3.2 In any case where a User discovers that its User Radio is not working properly after being serviced by the Authority and/or the County, such User Radio shall be immediately removed from service and tagged for repair.
- 3.3 If the User finds its User Radio is not functioning properly after being serviced by the Authority and/or the County, the User can return the User Radio to the Authority and/or the County for additional diagnosis and, if necessary, supplementary repair and programming.
- 3.4 In the event that the User elects to utilize the Authority's Land Mobile Radio (LMR) Early Deployment System, except as otherwise provided herein, the User will be provided twenty-four (24) hour a day access to use the LMR Early Deployment System in an encrypted mode with a minimum of two (2) talk groups. The User Radios (portable radios) will be pre-programmed by the Authority for use on the LMR Early Deployment System, which will include the User's current radio channels as well as the LMR Early Deployment System channels. Additional LMR Early Deployment System talk groups may be available upon written request to the Authority. User understands and acknowledges that the LMR Early Deployment System is part of a larger LA-RICS LMR System that is currently in the design and implementation phases. For this reason, the LMR Early Deployment System may be taken down at any time with little advance notice. In the event the LMR Early Deployment System must be taken down for any reason, the Authority will attempt to notify User of such shut down as soon as possible. Upon Final System Acceptance of the LA-RICS LMR System, the LMR Early Deployment System will be merged with the LA-RICS' LMR System. When that time approaches, the portable radios issued may require re-programming in order to continue to be operable on the LA-RICS LMR System.
- 3.5 User enters into this Agreement with the understanding and acknowledgement that the Authority's LMR Early Deployment System may not have the same radio coverage as User's existing regularly assigned radio channels. User agrees that it will inform all of its users on the LMR Early Deployment System of this and will adjust its operations accordingly to account for this.

- 3.6 User enters into this Agreement with the understanding and acknowledgement that the emergency trigger on the User Radios used on the LMR Early Deployment System may be programmed to function on the User's existing radio system. User understands and agrees that in the event that its users operating on the LMR Early Deployment System need to call for emergency assistance, they shall immediately switch channels to the User's emergency dispatch channel and state their emergency. User acknowledges that it understands that there are no dispatchers monitoring any of the LMR Early Deployment System radio channels at this time.
- 3.7 User enters into this Agreement with the understanding and acknowledgement that the User Radios used on the LMR Early Deployment System must be checked by its users to ensure that their normally assigned dispatch channels and emergency channels are working properly prior to use. User understands and agrees that its users of the LMR Early Deployment System shall familiarize themselves with the use of the User Radios, including the ability to switch to emergency or dispatch channels. User also understands and acknowledges that no radio conversations conducted on the LMR Early Deployment System will be recorded.

#### **4. CONSIDERATION**

This Agreement is granted on a gratis basis in furtherance of public safety goals. Consideration for this Agreement is a parties' full and faithful compliance with the mutual promises, covenants, terms, and conditions set forth herein. In the future, should the Authority require payment for such Services, this Agreement will be amended accordingly, subject to approval of User and Authority.

#### **5. AUTHORITY EQUIPMENT ADMINISTRATOR**

- 5.1 Authority Equipment Administrator:

Los Angeles County Sheriff's Department  
LA-RICS Project Team  
Lieutenant Robert J. Weber  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
rjweber@lasd.org  
(323) 881-8275

- 5.2 Authority Equipment Administrator Designee:

Los Angeles County Sheriff's Department  
LA-RICS Project Team  
Deputy Salomon Perez-Hernandez

2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
[sperezh@lasd.org](mailto:sperezh@lasd.org)  
(323) 881-8287

5.3 User Equipment Administrator:

City of Carson  
Nora A. Garcia, Emergency Services Manager  
701 E. Carson Street  
Carson, CA 90745  
[ngarcia@carsonca.gov](mailto:ngarcia@carsonca.gov)  
(310) 952-1786 x1603

**6. INDEMNITY AND HOLD HARMLESS**

6.1 User shall indemnify, defend, and hold harmless the Authority, its Member Agencies including the County, and their elected and appointed officers, member departments, agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, lawsuits, actions, loss, damage and/or injury fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with this Agreement or the performance of Service for any User Radios covered by this Agreement. User further assumes all risks, both known or unknown to User, arising from or connected with this Agreement, from use of the LMR Early Deployment System, from use of User Radios, or from the performance of Services for any User Radios covered by this Agreement, and agrees to hold harmless the Authority, its Member Agencies, including the County, and their elected and appointed officers, member departments, agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, lawsuits, actions, loss, damage and/or injury fees, costs, and expenses (including attorney and expert witness fees).

**7. 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.

**8. ASSIGNMENT**

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

**9. DEFAULT**

Parties agree that if either party defaults on any of the terms or conditions herein contained, the non-defaulting party may forthwith revoke and terminate this Agreement.

## **10. WAIVER**

10.1 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements 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.

10.2 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. AMENDMENTS**

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

## **15. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

## **16. ENTIRE AGREEMENT**

This Agreement including the attachment(s) hereto is the entire, complete and exclusive expression of the understanding of User and the Authority. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the User and the Authority.

(Signature Page – following page)

**HOLD HARMLESS AGREEMENT**

**IN WITNESS WHEREOF**, Authority has executed this Agreement or caused it to be duly executed, and User, by order of its authorizing body, has caused this Agreement to be executed on its behalf by its duly authorized representatives, on the dates written below.

**CITY OF CARSON**

\_\_\_\_\_  
City Manager, David C. Roberts, Jr.  
ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY**

\_\_\_\_\_  
Executive Director, Scott Edson

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**RADIO EQUIPMENT LIST**

<b>Type of Equipment</b> (Ex: Radio, Battery, Battery Charger, etc)	<b>Serial Number</b>	<b>Issue(s)</b> (Ex: Diagnose problem, Repair, Program)	<b>Comments</b>
Radio NX-5300K2	C1830310	N/A	
Radio NX-5300K2	C1830311	N/A	
Radio NX-5300K2	C1830312	N/A	
Radio NX-5300K2	C1830313	N/A	
Radio NX-5300K2	C1830314	N/A	
Radio NX-5300K2	C1830315	N/A	
Radio NX-5300K2	C1830316	N/A	
Radio NX-5300K2	C1830317	N/A	
Radio NX-5300K2	C1830318	N/A	
Radio NX-5300K2	C1830319	N/A	
Radio NX-5300K2	C1830579	N/A	
Radio NX-5300K2	C1830580	N/A	
Radio NX-5300K2	C1830581	N/A	
Radio NX-5300K2	C1830582	N/A	
Radio NX-5300K2	C1830583	N/A	
Radio NX-5300K2	C1830584	N/A	
Radio NX-5300K2	C1830585	N/A	
Radio NX-5300K2	C1830586	N/A	
Radio NX-5300K2	C1830587	N/A	
Radio NX-5300K2	C1830588	N/A	
Radio NX-5300K2	C1631203	N/A	
Radio NX-5300K2	C1631204	N/A	
Radio NX-5300K2	C1631205	N/A	
Radio NX-5300K2	C1631206	N/A	
Radio NX-5300K2	C1631207	N/A	
Radio NX-5300K2	C1631208	N/A	
Radio NX-5300K2	C1631209	N/A	
Radio NX-5300K2	C1631210	N/A	
Radio NX-5300K2	C1631211	N/A	
Radio NX-5300K2	C1631212	N/A	
Radio NX-5300K2	C1631153	N/A	
Radio NX-5300K2	C1631154	N/A	
Radio NX-5300K2	C1631155	N/A	
Radio NX-5300K2	C1631156	N/A	
Radio NX-5300K2	C1631157	N/A	
Radio NX-5300K2	C1631158	N/A	
Radio NX-5300K2	C1631159	N/A	
Radio NX-5300K2	C1631160	N/A	
Radio NX-5300K2	C1631161	N/A	
Radio NX-5300K2	C1631162	N/A	
Radio NX-5300K2	C1631143	N/A	



**EXHIBIT "A"**

<b>Type of Equipment</b> (Ex: Radio, Battery, Battery Charger, etc)	<b>Serial Number</b>	<b>Issue(s)</b> (Ex: Diagnose problem, Repair, Program)	<b>Comments</b>
Radio NX-5300K2	C1631144	N/A	
Radio NX-5300K2	C1631145	N/A	
Radio NX-5300K2	C1631146	N/A	
Radio NX-5300K2	C1631147	N/A	
Radio NX-5300K2	C1631148	N/A	
Radio NX-5300K2	C1631149	N/A	
Radio NX-5300K2	C1631150	N/A	
Radio NX-5300K2	C1631151	N/A	
Radio NX-5300K2	C1631152	N/A	
Radio NX-5300K2	C1830276	N/A	
Radio NX-5300K2	C1830277	N/A	
Radio NX-5300K2	C1830278	N/A	
Radio NX-5300K2	C1830279	N/A	
Radio NX-5300K2	C1830719	N/A	
Radio NX-5300K2	C1830720	N/A	
Radio NX-5300K2	C1830721	N/A	
Radio NX-5300K2	C1830722	N/A	
Radio NX-5300K2	C1830723	N/A	
Radio NX-5300K2	C1830724	N/A	
Radio NX-5300K2	C1631063	N/A	
Radio NX-5300K2	C1631064	N/A	
Radio NX-5300K2	C1631065	N/A	
Radio NX-5300K2	C1631066	N/A	
Radio NX-5300K2	C1631067	N/A	
Radio NX-5300K2	C1631068	N/A	
Radio NX-5300K2	C1631069	N/A	
Radio NX-5300K2	C1631070	N/A	
Radio NX-5300K2	C1631071	N/A	
Radio NX-5300K2	C1631072	N/A	
Radio NX-5300K2	C1631173	N/A	
Radio NX-5300K2	C1631174	N/A	
Radio NX-5300K2	C1631175	N/A	
Radio NX-5300K2	C1631176	N/A	
Radio NX-5300K2	C1631177	N/A	
Radio NX-5300K2	C1631178	N/A	
Radio NX-5300K2	C1631179	N/A	
Radio NX-5300K2	C1631180	N/A	
Radio NX-5300K2	C1631181	N/A	
Radio NX-5300K2	C1631182	N/A	
Radio NX-5300K2	C1830280	N/A	
Radio NX-5300K2	C1830281	N/A	
Radio NX-5300K2	C1830282	N/A	
Radio NX-5300K2	C1830283	N/A	

**EXHIBIT "A"**

<b>Type of Equipment</b> (Ex: Radio, Battery, Battery Charger, etc)	<b>Serial Number</b>	<b>Issue(s)</b> (Ex: Diagnose problem, Repair, Program)	<b>Comments</b>
Radio NX-5300K2	C1830284	N/A	
Radio NX-5300K2	C1830285	N/A	
Radio NX-5300K2	C1830286	N/A	
Radio NX-5300K2	C1830287	N/A	
Radio NX-5300K2	C1830288	N/A	
Radio NX-5300K2	C1830289	N/A	
Radio NX-5300K2	C1631183	N/A	
Radio NX-5300K2	C1631184	N/A	
Radio NX-5300K2	C1631185	N/A	
Radio NX-5300K2	C1631186	N/A	
Radio NX-5300K2	C1631187	N/A	
Radio NX-5300K2	C1631188	N/A	
Radio NX-5300K2	C1631189	N/A	
Radio NX-5300K2	C1631190	N/A	
Radio NX-5300K2	C1631191	N/A	
Radio NX-5300K2	C1631192	N/A	
Radio NX-5300K2	C1830709	N/A	
Radio NX-5300K2	C1830710	N/A	
Radio NX-5300K2	C1830711	N/A	
Radio NX-5300K2	C1830712	N/A	
Radio NX-5300K2	C1830713	N/A	
Radio NX-5300K2	C1830714	N/A	
Radio NX-5300K2	C1830715	N/A	
Radio NX-5300K2	C1830716	N/A	
Radio NX-5300K2	C1830717	N/A	
Radio NX-5300K2	C1830718	N/A	
Radio NX-5800K	C1610283	N/A	
Radio NX-5800K	C1610284	N/A	
Radio NX-5800K	C1610285	N/A	
Radio NX-5800K	C1610286	N/A	
Radio NX-5800K	C1610287	N/A	
Radio NX-5800K	C1610438	N/A	
Radio NX-5800K	C1610439	N/A	
Radio NX-5800K	C1610440	N/A	
Radio NX-5800K	C1610441	N/A	
Radio NX-5800K	C1610442	N/A	



**EXHIBIT "B"**

**REQUEST FOR EQUIPMENT SERVICE FORM**

This form will need to be completed by both the User prior to the Authority/County providing service on the User's Radios.

Date:	
User's Agency/Company Name:	
User's Agency/Company Contact Person (POC):	
User's POC Phone Number:	User's POC Email Address:
User's Agency/Company Backup POC:	
User's Backup POC Phone Number:	User's Backup POC Email Address:
Description of User's Equipment to be serviced by the Authority and/or County (model/type, quantity, identifying serial/asset numbers, problem with Radio(s), Condition of Radio prior to Service, etc):	
User's Desired Equipment Pick Up Date:                      Time:	
Who will pick User's Equipment up from Authority/County:	
<b>FOR LA-RICS USE ONLY</b>	
<b>Work Order (W/O) Number:</b>	
W/O Created By:	Date:
Scheduled Date and Time of Equipment Pick Up:	
Comments:	

