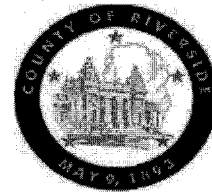


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.20
(ID # 2623)

MEETING DATE:

Tuesday, November 15, 2016

FROM : PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC):

SUBJECT: PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC): Approve the Public Safety Enterprise Communication (PSEC) Use Agreement with Riverside Community College District Police Department (RCC) #14-016 [District 2];[\$6,745 RCC reimbursement for services].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached four year Use Agreement with the Riverside Community College District Police Department (RCC);
2. Authorize the Chief Information Officer, or designee, and Chairman of the PSEC Steering Committee to sign County Counsel-approved operational amendments that do not alter rates/charges or make significant changes to the Use Agreement;
3. Authorize the Chief Information Officer, or designee, and Chairman of the PSEC Steering Committee to sign County Counsel-approved Use Agreements with public agencies/entities serving the public interest, if there is no cost to the County and subscriber-paid fees do not exceed \$10,000 per fiscal year.

ACTION: Consent

Steve Reneker
Steve Reneker, Chief Information Officer

10/5/2016

Chet Ashbaugh
Chet Ashbaugh, Chairman of the PSEC Steering Committee

11/8/2016

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione and Washington
Date: November 15, 2016
xc: PSEC

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

3-20

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

BACKGROUND:

Summary

The PSEC System provides critical countywide communication among county public safety agencies. It went live in January 2014, at which time the Sheriff and Fire departments became users.

The goal is a regional system enabling interoperability among all city and county public safety groups and allowing a coordinated response in the event of a multi-jurisdictional emergency or disaster. Through addition of Banning, Murrieta and Riverside, as well as, the University of California, Riverside and RCC Police Departments, that objective is closer to being achieved.

Through this agreement, RCC will retain the ability to communicate with Riverside Police Department (RPD), which recently became a system user. PSEC will program 21 radios for RCC and will activate them on the interoperability network. RCC will reimburse PSEC \$6,745 for programming services. RCC will not be a daily user of the PSEC System and, as such, will not incur a monthly cost.

Impact on Residents and Businesses

Adding users will facilitate the greatest level of safety and support for the residents of Riverside County.

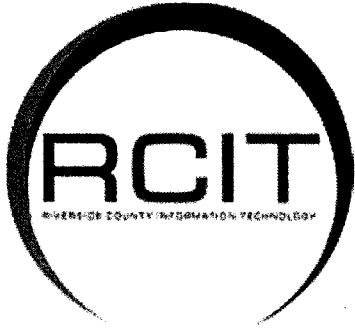
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ (6,745)	\$ 0	\$ (6,745)	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Riverside Community College District Police Department (RCC)			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: Approve.

ATTACHMENT A. PSEC Use Agreement for the Riverside Community College District Police Department (RCC)

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Gregory P. Priamos
Gregory P. Priamos, Director County Counsel 11/1/2016



PSEC Use Agreement for the
Riverside Community College District Police Department (RCC)

Effective Date: October 4, 2016

End Date: September 30, 2020

NOV 15 2016

NOV 15 2016 3.20

PSEC USE AGREEMENT

This Use Agreement ("Agreement") shall be effective as of October 4, 2016 by and between the County of Riverside ("COUNTY") and Riverside Community College District Police Department (RCC) ("AGENCY"). The following terms shall apply:

COUNTY operates, manages and maintains the Public Safety Enterprise Communication System ("PSEC System") and all equipment used to communicate on the PSEC System. Agency's use of the PSEC System must always be in compliance with the terms of this Agreement and must never hinder the functionality or operation of the PSEC System.

Supervision over the provision of County services, the standards of performance and other matters incident to the performance of such services, shall remain with the COUNTY.

Authority:

The Riverside County Board of Supervisors retains ultimate legal and financial authority over the PSEC System; however, the Board, through the PSEC Governance Charter, has delegated administrative, operational and financial control to the PSEC Steering Committee. The PSEC Steering Committee provides the managerial structure, financial accountability and develops operational procedures to support participants. Users of the PSEC system will abide by the direction/guidance provided by the PSEC Steering Committee.

Period of Performance:

The initial term of this Agreement shall be for a period of forty-eight (48) months commencing October 4, 2016 through September 30, 2020

AGENCY shall have the option to extend the initial term of this Agreement under the same terms and conditions, for five (5) additional years, by giving County written notice of its election to extend the Agreement term at least one-hundred-eighty (180) days prior to the expiration of the initial term. The parties shall execute an amendment stating the extended term.

Any holding over by AGENCY after termination or expiration of the Agreement, without exercising a written option to extend, shall result in an automatic extension of this Agreement on a month to month basis. For the duration of the month to month extension, AGENCY at the applicable adopted rate.

Board Approved Rates:

PSEC System rates are reviewed and approved annually by the County Board of Supervisors, with changes taking effect automatically on July 1 of each year. On July 1 of every year, the rates for PSEC System use and maintenance under this Agreement will automatically adjust based upon these new rates, in accordance with RCIT Communication Solution Division Services Rate Guide attachment incorporated herein.

COUNTY shall invoice AGENCY each month for services rendered. The payment shall be due and payable in advance on the first day of each calendar month during the term of this Agreement. In the event AGENCY fails to make its monthly payment thirty (30) days after the due date, Agency shall pay to County an additional amount of three hundred dollars (\$300.00) as an administrative charge.

Termination:

Termination by County: County shall have the right to immediately terminate this Agreement if AGENCY: files for voluntary or involuntary bankruptcy for the adjudication of Agency as a debtor; makes a general assignment, or AGENCY's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors; fails or refuses to meet any obligation under this Agreement; does not comply with applicable law. AGENCY shall have thirty (30) days in which to correct, to the satisfaction of COUNTY, AGENCY's breach or default under this Agreement after written notice from COUNTY.

Termination by Agency: This Agreement may be terminated by AGENCY effective only on the specific date of June 30 in any calendar year.

County's Representative:

COUNTY appoints its Chief Information Officer, or designee, as its authorized representative to administer this Agreement.

Notices:

Notices required or given by either party shall be to the following:

<u>COUNTY:</u>	<u>AGENCY</u>
County of Riverside	Riverside Community College District Police Department (RCC)
PSEC	4800 Magnolia Ave
7195 Alessandro Blvd., Suite A	Riverside, CA 92506
Riverside, CA 92506	Robert Gunzel
(951) 955-0561	(951) 222-8586

General:

This Agreement contains all of the terms agreed to by COUNTY and AGENCY related to the subject matter of this Agreement. There shall be no oral or other terms agreed to by the parties. No waiver by COUNTY at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms of the Agreement. This Agreement may be modified only by a written amendment signed by both parties.

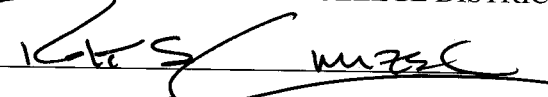
COUNTY and AGENCY shall cooperate with each other to reasonably assist in performance of the other party's obligations under this Agreement.

Attachments:

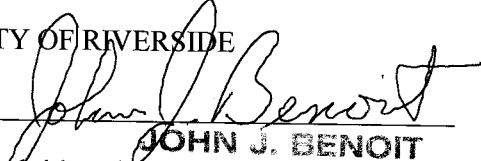
- Attachment SOW Statement of Work - 1 Page
- Attachment SOP Standard Operating Procedure – 1 Page
- Attachment AEF Additional Equipment Fees – 1 Page
- Attachment SSM Support and Maintenance – 1 Page
- Attachment CON Consoles – 1 Page
- Attachment SRG PSEC Communication Solution Division Services Rate Guide – 2 Pages
- Attachment SPV Special Provisions – 1 Page
- Attachment APE Approved Equipment – 1 Page
- Attachment DFN Definitions – 1 Page
- Exhibit A Public Safety Enterprise Communications Governance Charter – 8 Pages

AGREED:

RIVERSIDE COMMUNITY COLLEGE DISTRICT POLICE DEPARTMENT

By: 
 Name and title: ROBERT GUNZEL - Police Chief
 Dated: 10/31/2016

COUNTY OF RIVERSIDE

By: 
 Name and title: JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS
 Dated: NOV 15 2016

FORMAL APPROVED COUNTY COUNSEL

BY:  10/24/16
 NEAL R. KIPNIS DATE

ATTEST:

KECIA HARPER-IHEM, Clerk
 By: 
 DEPUTY

Attachment SOW

STATEMENT OF WORK

PSEC Use Agreement**Attachment SOW****STATEMENT OF WORK (Page 1 of 1)**

This statement of work between the AGENCY and COUNTY will describe the duties of each of the parties. The AGENCY will utilize AGENCY owned radios on the PSEC system for inter-operability with PSEC customers.

Talkgroups

AGENCY will follow the County's naming convention for talkgroup development. COUNTY will work in conjunction with AGENCY to develop the talkgroup structure for the AGENCY. The COUNTY and AGENCY will jointly design and develop radio personalities for use on the PSEC system. The COUNTY will be responsible for all subscriber programming, this work will be billed to AGENCY at board approved rates.

NOTE: With inter-operability use no new talk groups will be created for AGENCY.

AGENCY agrees that all of their equipment conforms to the specifications of the PSEC system and will abide by all programming guidelines set forth. All subscriber equipment on the PSEC System must support system key technology that will allow only authorized persons to program subscriber radios on the system. COUNTY will hold the license for all master system key technologies and will provide child keys to AGENCY for radio programming. All subscriber Logical Identification Numbers (LID) are defined and issued by the COUNTY. LID numbers are intellectual property of the COUNTY and must be surrendered at termination of this agreement.

AGENCY is responsible for all maintenance required for dispatch consoles, site equipment, and all subscriber equipment. COUNTY will assist with maintenance when requested. The time will be billed at the Board approved rate for each service.

Interoperability

COUNTY will facilitate meetings between agencies to develop interoperability use Agreements. A signed Agreement between agencies is required prior to radio programming. This includes the use of talkgroups, conventional channels, and any other available resources.

Agency Initials 

Attachment SOP
STANDARD OPERATING PROCEDURE

PSEC Use Agreement**Attachment SOP****STANDARD OPERATING PROCEDURE**

PSEC shall provide the following conditions of service on a time and material basis. Time will be billed at the Board approved rate for each service.

Subscriber repair provided during normal business hours at one of the three PSEC radio shops:

- **7195 Alessandro Blvd., Riverside, CA 92506**
☎ (951) 955-3644
- **82695 Dr. Carreon Blvd., Indio, CA 92201**
☎ (760) 863-8999
- **249 N. Spring Street, Blythe, CA 92225**
☎ (760) 921-5087 or (760) 921-5079

Normal business hours are: Mon - Thurs 7:00 a.m. to 4:30 p.m. and Friday 7:00 a.m. to 3:30 p.m. excluding holidays.

Agency Initials

Rg

Attachment AEF
ADDITIONAL EQUIPMENT FEES

PSEC Use Agreement**Attachment AEF****ADDITIONAL EQUIPMENT FEES**

Agency to contact County representative via email to submit a request for additional equipment:

- Marissa Real
mreal@rivcoit.org

Setup services are billed at the approved time and material rates in accordance with Attachment SRG. The following installation services are subject to additional fees:

- Engraving radio ID and asset information onto radio, alignment, installation, programming, and testing of radio billed at *Radio Technician Expert Time* rate.
- Additional material used for installation of mobile radios will be billed at cost. Examples: antenna, cable, screws, wire, or other miscellaneous hardware needed.
- Code plug creation if needed, activating radio for use on the System, and activating encryption billed at *Radio Engineering Expert Time* rate.
- Any Agency driven changes or modifications will be billed at *Radio Technician and/or Radio Engineer Expert Time* rate depending on change.

Additional equipment purchases and setup fees will be invoiced separately from monthly fees.

Agency Initials

RG

Attachment SSM
SUPPORT AND MAINTENANCE

PSEC Use Agreement
Attachment SSM
SUPPORT AND MAINTENANCE

1. AGENCY will maintain their fleet of subscriber equipment. COUNTY will assist in the initial creation of templates for each of the radios if requested.
2. Any changes to code plugs shall be approved by PSEC.
3. AGENCY and COUNTY will coordinate all upgrades of subscribers (portable and mobile) prior to AGENCY action.
4. AGENCY and COUNTY will coordinate all firmware and software changes prior to actual action.
5. AGENCY will align radios in accordance with factory guidelines and specifications.
6. AGENCY must maintain an updated database of subscriber firmware and software changes.

Agency Initials

rg

Attachment SRG

**PSEC COMMUNICATIONS SOLUTION DIVISION SERVICES RATE
GUIDE**

Attachment SRG (Page 1 of 2)

PSEC COMMUNICATIONS SOLUTION DIVISION SERVICES RATE GUIDE

PUBLIC SAFETY ENTERPRISE COMMUNICATIONS						
FY 16/17 Riverside County PSEC Rate Guide						
SERVICE DESCRIPTION	DEFINITION	FY 16/17 RATE	FY 15/16 RATE	UNIT	BUDGET ACCOUNT	ACCOUNT DESCRIPTION
Data						
Modem - HPD	HPD: High Performance Data Radio	\$ 168.56	\$65.56 - \$126.44	Per Modem per Month	520220	County Radio Systems
Console						
BDA	Monthly maintenance charge for BDA	\$ 205.48	\$94.90	Per Month	520220	County Radio Systems
Device - Console	Monthly maintenance charge for console	\$ 205.48	\$32.00 - \$214.34	Per Device per Month	520220	County Radio Systems
Device - Console	Monthly maintenance charge for consoles	\$ 205.48	\$32.00 - \$214.34	Per Device per Month	520220	County Radio Systems
Subscriber						
Device - Mobile radio	Monthly charges for emergency radio use	\$ 34.66	\$32.00 - \$214.34	Per Handheld per Month	520220	County Radio Systems
Device - Mobile radio	Monthly charges for the based radio unit	\$ 205.48	\$32.00 - \$214.34	Per Handheld per Month	520220	County Radio Systems
Device - Portable	Monthly charges for the based radio unit	\$ 205.48	\$32.00 - \$214.34	Per Device per Month	520220	County Radio Systems
System Conventional	Monthly fee charged to users of a conventional radio system	\$ -	\$243.68	Per Month	520220	County Radio Systems
Vehicle						
Vehicle Installation	Time and Material	\$ 60.35	\$60.03	Per Hour	521500	Maint-Motor Vehicle
Vehicle Installation (after business hours)	Time and Material	\$ 80.47	\$73.72	Per Hour	521500	Maint-Motor Vehicle
Vehicle Repairs	Material and Shipping	Actual Cost (Shipping & Materials)			521500	Maint-Motor Vehicle
Technician						
Technician Expert Time (during business hours)	Hourly shop and field radio, infrastructure, and microwave repair rate	\$ 62.93	\$60.03	Per Hour	521500	Maint-Motor Vehicle
Technician Expert Time (after business hours)	After hours (overtime) shop and field radio, infrastructure, and microwave repair rate	\$ 72.82	\$73.72	Per Hour	521500	Maint-Motor Vehicle
Microwave and Site						
Rack	Set rate for monthly full rack mount charge	\$ 656.71	\$263.09	Per Month	520280	Microwave
Rack-Half Rack	Set rate for monthly half rack mount charge	\$ 328.36	\$131.55	Per Month	520280	Microwave
Floor Space	Set rate for monthly square footage charge excluding rack space	\$ 656.71	\$231.26	Per Month	520280	Microwave
Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$ 300.00	\$900.00	Position of the antenna per month	520280	Microwave
Antenna Mounted Middle	Set rate for monthly LMR antenna middle	\$ 600.00	\$600.00	Position of the antenna per month	520280	Microwave
Antenna Mounted Top	Set rate for monthly LMR antenna top	\$ 900.00	\$900.00	Position of the antenna per month	520280	Microwave
Mile-T1	Monthly charge per T1 circuit mile	\$ 17.52	\$66.97	Per mile per month	520280	Microwave
Mile-Analog	Monthly charge per analog circuit mile for microwave transmission	\$ 1.07	\$8.82	Per mile per month	520280	Microwave
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	N/A	Per application	523220	Licenses And Permits
Technology Engineering						
Engineering Expert Time	Hourly rate to design, implement and/or maintain radio communication networks and infrastructure of Countywide Communication facilities	\$ 87.86	\$82.55	Per Hour	524820	Engineering Services
Engineering Expert Time - Overtime	Weekend or after-hours rate to design, implement and/or maintain radio communication networks and infrastructure of Countywide Communication facilities	\$ 96.88	\$103.09	Per Hour	524820	Engineering Services

Agency Initials

Rg

PSEC Use Agreement

**Attachment SRG (Page 2 of 2)
INITIAL SET UP AND RECURRING COSTS**

INITIAL SET UP COSTS				
Service	Duration	Rate Description	Hourly Rate	Total Estimated Cost
Engineering Services for Code plug creation, subscriber activation and assessment.	30 hours	Radio Engineering Expert Time	\$87.86	\$2,635.80
Technician Services to for Programming, Firmware updates, alignment, and engraving 21 Radios	35 hours	Radio Technician Expert Time	\$62.93	\$2,202.55
Licensing Fee \$14 per subscriber	21 Each	Licensing Fee	N/A	\$294.00
Administrative Fee	n/a	Creation of User Agreement and County Council Legal Fee's	N/A	\$1,000.00
*Total One-Time Charges				\$6,132.35
10% Contingency				\$613.24
Total				\$6,745.59

**Labor Hours are charged based on actual usage and can be more or less.

RECURRING COSTS

Service	QTY	Monthly Subscriber Rate	Total Monthly Cost
Riverside Community College District Police Department monthly subscriber rate - July 1, 2016 – June 30, 2017	21	N/A	N/A

Agency Initials Rg

Attachment SPV
SPECIAL PROVISIONS

Public Safety Enterprise Communication (PSEC) Use Agreement**Attachment SPV****SPECIAL PROVISIONS****AGENCY**

- This use agreement is for services and to support Inter-Operability talk groups on the PSEC system only. AGENCY will only use these talk groups for Inter-Agency assistance and not day to day use. Day to day will result in a full time user rate adjustment.
- On Call services are not included for Inter-Operability users.
- If AGENCY wants to program their own radios they must sign the Advanced System Key document
- If AGENCY elects to have the COUNTY program their radios, all work will be billed at board approved rates. Any further programming will be required to be performed by the COUNTY.

Agency Initials



Attachment APE
APPROVED EQUIPMENT

PSEC Use Agreement
Attachment APE
APPROVED EQUIPMENT

The following equipment has been approved by PSEC for use on the PSEC System:

- Motorola MCC7500
- Motorola APX Consolette
- Motorola APX Series 4000 Portables
- Motorola APX Series 6000 Mobiles and Portables
- Motorola APX Series 7000 Mobiles and Portables

All equipment to be used on the PSEC System MUST be approved by COUNTY prior to operation on the System.

Although the PSEC system allows other manufacturer subscribers, the COUNTY is not responsible for any issues encountered by the user with these subscribers that are deemed to be a subscriber issue. It is the responsibility of the AGENCY to test other manufacturer subscribers and obtain assurance from the manufacturer that their subscribers can operate on the PSEC system per the AGENCY's requirements.

Agency Initials

Rg

Attachment DFN

DEFINITIONS

PSEC Use Agreement

Attachment DFN

DEFINITIONS

- **Call out – Request for service outside of normal business hours.**
- **Console Site** – Location where equipment that connects multiple consoles to the master site is located.
- **Equipment** – Any PSEC System user equipment including mobiles, portables, consolettes, and consoles.
- **FSB** – Field Service bulletin to provide updates from Motorola.
- **Incident Command Structure (ICS) zone or talk group** –
- **License Fee** – Motorola charge for adding subscribers ID's to the system
- **Master Site** – The system control location.
- **MCC7500** – Motorola Astro 25 Console
- **PSEC** – Public Safety Enterprise Communications
- **Rate Holiday** – No charge for first four years
- **Subscriber** – The PSEC System radios, including mobiles, consolettes and portables.
- **T1** – Wireless microwave circuit.
- **Time and material rate** – Board approved rate at which COUNTY bills AGENCIES.

Exhibit A
GOVERNANCE CHARTER

Public Safety Enterprise Communication System

Governance Charter

Adopted by the PSEC Steering Committee on March 10, 2015

Table of Contents

1. Purpose and Intent 3

2. Overview 3

3. PSEC Governance 3

4. System Access 4

5. Committee Membership 5

6. Steering Committee Terms, Qualifications 6

7. Meetings 6

8. Quorum 7

9. Voting 7

10. Agency Participation 7

11. Purchasing Compatible Equipment 7

12. Charter Modification 7

13. Financial Reporting 8

14. Conflict of Interest 8

Public Safety Enterprise Communications System

Governance Charter

Purpose and Intent. This charter establishes authorities, roles and responsibilities pertaining to the operation and maintenance of the Public Safety Enterprise Communication (PSEC) system. However, nothing in this document is intended to interfere with participating members' activities; each agency retains responsibility for events occurring within their jurisdiction.

1. Overview. Participating public safety and public service agencies shall utilize a trunked radio communication system providing interoperability/coverage throughout Riverside County. In addition, participating agencies may transmit over a digital High Performance Data (HPD) network through a separate, optional Mobile Data System (MDS).

Participating agencies shall have access to mutual aid communication capabilities, including, but not limited to, countywide mutual aid talk-groups.

2. PSEC governance. The Riverside County Board of Supervisors retains ultimate legal and financial authority over the PSEC system; however, the Board has delegated administrative, operational and financial control to a PSEC Steering Committee. A governance organizational chart is included as Exhibit A.

The PSEC Steering Committee provides the managerial structure, financial accountability and develops operational procedures to support participants. The Steering Committee is composed of representatives from participating agencies.

A PSEC Cost and Governance Working Group was appointed by the Steering Committee and is responsible for making recommendations to the Steering Committee on: current/future system

Public Safety Enterprise Communications System
Governance Charter

requirements, resolution of technical/operational issues and budget/rate development. Specific duties of the PSEC Cost and Governance Working Group will be outlined in a separate document.

Riverside County Information Technology (RCIT) manages the day-to-day operation of the PSEC system, in accordance with the Steering Committee's vision. In addition, PSEC staff will participate on the Cost and Governance Working Group and will provide regular updates to the Steering Committee on system progress, challenges and changes required for efficient operation; as well as budgetary/rate issues and strategic guidelines.

3. System access. Priorities for accessing the system shall be as follows:

Priority one - Emergency Identification - Law Enforcement

Emergency Identification is defined as the message received when a law enforcement member calls for immediate assistance by activating an emergency button or switch on the radio.

Priority two - Emergency Identification - all other Public Safety users

Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the radio.

Priority Three - Public Safety

Public Safety includes normal daily radio transmission by law enforcement, fire service, paramedic providers and disaster preparedness personnel using the PSEC system. Also, PSEC

Public Safety Enterprise Communications System
Governance Charter

users whose normal priority is temporarily increased to resolve an unusual occurrence or large scale disaster.

Priority Four - Non-Public Safety: Regular

Non-Public Safety: 'Regular' includes the normal daily radio transmissions of public service agencies using the PSEC system.

Priority Five - Non-Public Safety: Special Event

Non-Public Safety: 'Special Event' includes planned events involving public service agency participants beyond the scope of their normal daily operations.

4. PSEC Steering Committee membership. Steering Committee membership is composed of the following (and will be expanded to accommodate additional system users):

Riverside County Sheriff's Department

Riverside County District Attorney

Riverside County Fire Department

County Representative from the Executive Office

Riverside County Information Technology CIO

At-Large Representative

Public Safety Enterprise Communications System

Governance Charter

5. Steering Committee Terms, Qualifications. PSEC Steering Committee members serve at the pleasure of the appointing authority, which stipulates the term of service. Alternates shall also be appointed to the Steering Committee. Alternate members are encouraged to attend regular meetings, but shall vote only in the absence of the regular member.

For each fiscal year (July 1 through June 30), the Steering Committee shall elect, by a majority vote, a chair and vice-chair from the Committee members and shall appoint a secretary. The secretary need not be a Committee member.

The secretary shall keep minutes of the Steering Committee meetings and shall distribute the minutes as soon as practicable to each Committee member and other parties, upon request.

In the event the chair, vice-chair or secretary resigns from office, the resulting vacancy shall be filled at the subsequent Steering Committee meeting.

6. Meetings. The Steering Committee shall hold regularly scheduled meetings on a quarterly basis. The meeting day, time and location shall be provided with the Committee's agenda.

Committee members and alternates are expected to attend all meetings possible, to represent their agencies' interests and to facilitate the Committee's business.

Alternates shall be invited to attend Committee meetings in the absence of the regular representatives.

Member or alternate resignation from the Steering Committee shall be submitted in writing to the chair, with a copy to the appointing authority.

Public Safety Enterprise Communications System

Governance Charter

7. Quorum. A quorum of 50 percent plus one is required to conduct Committee business. Committee actions shall be determined by a majority vote when a quorum exists.
8. Voting. Voting shall be conducted in a fair and consistent manner by each member of the Steering Committee. Members of the Steering Committee shall exercise one vote per member on all items before the Committee.

A Committee member or alternate may not designate a proxy vote and must be present to vote.

As noted in section 3, above, the Riverside County Board of Supervisors retains authority to accept or reject recommendations of the Steering Committee.

9. Agency participation. The PSEC system was designed and built with user participation and shall always solicit user input.

User fees charged to participating agencies shall be based on Board Approved Rates.

10. Purchase of Compatible Equipment. Each participating agency shall consent to County specifications, including brand and model, when applicable, for supplemental equipment used in conjunction with the PSEC system.

Participating agencies shall submit specifications for subscriber-related equipment to County PSEC staff to ensure compatibility before purchase.

11. Charter Modification. Recommendations for modifications to this Charter shall be formally discussed and voted on by the PSEC Steering Committee.

Public Safety Enterprise Communications System
Governance Charter

12. Financial Reporting and Independent Financial Audit. The PSEC System operates on a fiscal year running from July 1 through June 30.

Quarterly financial updates shall be provided to the Committee in the month following the close of the quarter and year-end closing financial statements shall be presented to the Steering Committee by the last day of September.

As a County program, PSEC is included in the Comprehensive Annual Financial Report, prepared by the County Auditor-Controller, as well as an independently prepared Single Audit Report (also prepared annually).

The Committee shall receive budget recommendations for the subsequent fiscal year in early November.

The proposed budget for the PSEC system requires approval by the Board of Supervisors.

13. Conflict of Interest. In the unlikely event a Steering Committee member also serves on the Board of Directors or has other financial interest in a proposed PSEC System vendor, that member shall abstain from voting on all matters pertaining to that vendor. Further, the Committee member shall declare their interest prior to the vote.

Exhibit A

Board of Supervisors
 Possesses legal and financial control over the PSEC system.

PSEC Steering Committee
 Responsible for: administrative, operational and financial controls, delegated by the BOS.
 Composed of representatives from participating agencies.

Current membership:

- Sheriff's Department * Fire Department
- District Attorney * RCIT
- Executive Office * At-large Member

Cost & Governance Working Group
 Appointed by the Steering Committee. Responsible for making recommendations on: current and future system requirements, resolution of technical/operational issues and budget/rate development.

Current membership:

- Sheriff * Fire * RCIT/PSEC * Executive Office