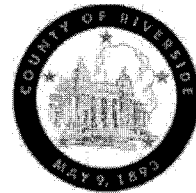


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM  
3.25  
(ID # 3840)**

**MEETING DATE:**

Tuesday, April 18, 2017

**FROM :** PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC):

**SUBJECT:** PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC): Approve the Public Safety Enterprise Communication (PSEC) Use Agreement with City of Corona #14-015. [Districts: ALL]; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached ten-year Use Agreement with the City of Corona; and,
2. Authorize the Chief Information Officer (or designee) and Chairman of PSEC Steering Committee to jointly sign system operations-related amendments that do not alter the rates being charged and do not make significant changes to the Use Agreement, as approved by County Counsel.
3. Authorize the Chief Information Officer (or designee) and Chairman of the PSEC Steering Committee to jointly sign County Counsel-approved Use Agreements with public agencies/entities serving the public interest, if there is no cost to the County and subscriber fees paid to County do not exceed \$10,000 for each fiscal year.

**ACTION:** Policy

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** April 18, 2017  
**xc:** PSEC

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>NET COUNTY COST</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

In January of 2014, the PSEC radio system went live and the Sheriff and Fire departments began operating on the new radio system. Since then, at the recommendation of the Board of Supervisors, other cities have joined the PSEC system, realizing the County's vision of creating a regional radio system. This has been a great achievement for Riverside County and its city partners within the County's geographic boundaries.

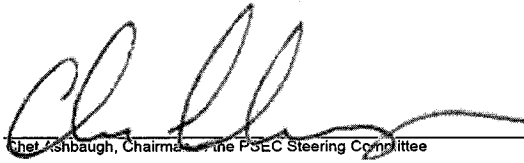
Since the January 2014 implementation, Banning, Murrieta, Riverside and UCR Police Departments (PD) have joined the PSEC system.

The attached City of Corona proposed ten-year agreement includes a rate holiday of (4) four years, with the remaining years charged in accordance with the Board's action on June 16, 2015 (item 3-66). However, the City of Corona will fund engineering work and equipment required for accessibility to the system. On March 10, 2017, the agreement was reviewed and approved by the PSEC Steering Committee.

**Impact on Residents and Businesses**

The PSEC System provides critical countywide communication among County public safety agencies. The goal is for interoperability among all city and county public safety groups to enable a coordinated response in the event of a multi-jurisdictional emergency or disaster. Adding users will create the greatest level of safety and support for the residents of Riverside County.

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



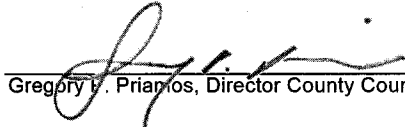
Chet Ashbaugh, Chairman of the PSEC Steering Committee

4/5/2017



Jennifer Sargent, Principal Management Analyst

4/13/2017



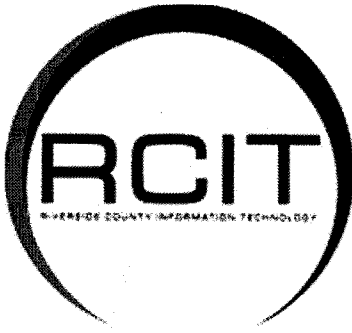
Gregory T. Priamos, Director County Counsel

3/29/2017



Steve Reneker, Chief Information Officer

3/15/2017



PSEC Use Agreement for the  
City of Corona Police Department

**Effective Date:** \_\_\_\_\_

**End Date:** \_\_\_\_\_

APR 18 2017 3.25

## PSEC USE AGREEMENT

This Use Agreement ("Agreement") shall be effective as of \_\_\_\_\_, 20\_\_ by and between the County of Riverside ("COUNTY") and City of Corona ("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 Use Agreement and must never hinder in 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 will be ten (10) years commencing on the date of execution of this contract or no later than December 31, 2016. The Board approved agreement terms included the following key points:

- A ten year agreement, including a rate holiday (as defined in the attachment DFN) for the first four years to enable the jurisdiction to pay for significant capital expenses required to join the PSEC system.

Any holding over by AGENCY after termination or expiration of the initial term 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 will pay the applicable adopted rate.

### **Board Approved Rates:**

PSEC System rates will be in accordance with the approved Board of Supervisors Agenda Number 03-66, June 16, 2015. Labor 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 maintenance under this Agreement will automatically adjust based upon these new rates, in accordance with the PSEC Services Rate Guide attachment incorporated herein.

Following the four year rate holiday, the subscriber rate in year six will start at \$38.18 per radio, per month. This reflects an annual three percent increase in years two through five, and a six percent annual increase in years six through ten, with the top rate in year ten at \$48.20.

The following table further defines the Agreement terms approved by the Board on June 16, 2015 and will be used to determine the monthly subscriber rate following the four year rate holiday.

**Table 1**

Years	FY	Rate	% Increase	New Rate	Monthly/Subscriber
1	16/17	32	n/a	n/a	Use Agreement Negotiation
2	17/18	32	0.03	32.96	Holiday Rate
3	18/19	32.96	0.03	33.95	Holiday Rate
4	19/20	33.95	0.03	34.97	Holiday Rate
5	20/21	34.97	0.03	36.02	Holiday Rate
6	21/22	36.02	0.06	38.18	38.18
7	22/23	38.18	0.06	40.47	40.47
8	23/24	40.47	0.06	42.90	42.90
9	24/25	42.90	0.06	45.47	45.47
10	25/26	45.47	0.06	48.20	48.20

COUNTY hereby grants access for 300 subscribers to AGENCY to use the PSEC System. The 300 subscribers shall be the combined total of all agency radios and consoles on the PSEC System. In exchange, AGENCY shall pay to COUNTY the monthly subscriber rates set forth for access granted to AGENCY under this Agreement.

The above Table 1 schedule includes an abatement of the monthly subscription rates for the first four (4) years of the initial term to account for the significant capital expenses incurred by AGENCY as a prerequisite to participating in the PSEC System. Commencing in the Fiscal Year 2021/2022, AGENCY shall pay to COUNTY a monthly subscription rate of \$38.18 for each subscriber granted to AGENCY under this Agreement. For purposes of this Agreement, the above Table 1 schedule shall control over any conflicting rates set forth in the PSEC Services Rate Guide attached hereto.

COUNTY shall invoice AGENCY each month for the above monthly subscription rates. 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 within thirty (30) days after the due date, AGENCY shall pay to COUNTY an additional amount of three hundred dollars (\$300.00) as a fee late.

**Termination:**

Termination by County: County shall have the right to immediately terminate this Agreement if AGENCY: i) files for voluntary or involuntary bankruptcy for the adjudication of Agency as a debtor; ii) makes a general assignment, or AGENCY's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors; iii) 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 and with not less than one full year (12 months) written notice to COUNTY prior to the effective date of the termination. This is required because of COUNTY's financial operation of the PSEC System for all users on the strict basis of the COUNTY's fiscal year (July 1 to June 30). As an

example: If AGENCY decides to terminate this Agreement on September 15, 2017, then the earliest effective date the Agreement may be terminated is June 30, 2019.

**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	Chief Michael E. Abel
PSEC	City of Corona Police Department
7195 Alessandro Blvd., Suite A	730 Public Safety Way
Riverside, CA 92506	Corona, CA 92880
(951) 955-0561	(951) 736-2288
	Mike.abel@ci.corona.ca.us

**General:**

This Agreement contains all of the terms agreed to by COUNTY and AGENCY related to the subject matter of this Agreement. No oral understanding or agreement not incorporated herein, is binding on 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.

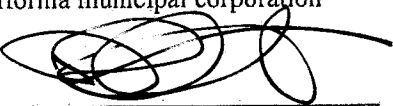
**Attachments:** The following attachments are attached hereto and incorporated herein:

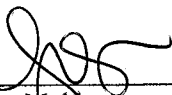
Attachment SOW	Statement of Work - 2 Pages
Attachment SOP	Standard Operating Procedure – 1 Page
Attachment AEF	Additional Equipment Fees – 1 Page
Attachment SSM	Support and Maintenance – 1 Page
Attachment CAL	Call Outs – 1 Page
Attachment CON	Consoles – 1 Page
Attachment SRG	PSEC Services Rate Guide – 3 Pages
Attachment TGS	Talk Group Structure – 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
Exhibit B	Microwave Equipment Warranty
	Contract ID# PEARC-20827-004-06/26

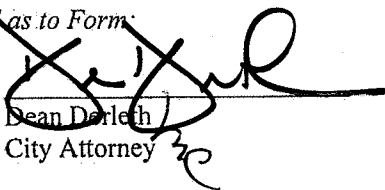
AGREED:

CITY OF CORONA,

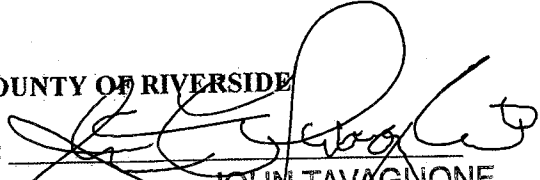
a California municipal corporation

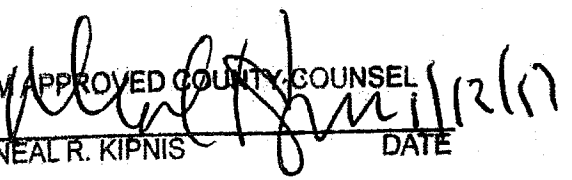
By:   
Darrell Talbert  
City Manager

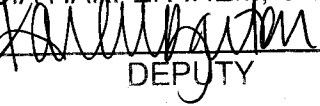
Attest:   
Lisa Mobley  
Chief Deputy City Clerk

Approved as to Form:   
Dean Darleth  
City Attorney

COUNTY OF RIVERSIDE

By:   
Name and Title: JOHN TAVAGLIONE  
CHAIRMAN, BOARD OF SUPERVISORS  
Dated: APR 18 2017

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

ATTEST:  
KEGIA HARPER-IHEM, Clerk  
By:   
DEPUTY



**Attachment SOW**

**STATEMENT OF WORK**

**PSEC Use Agreement****Attachment SOW****STATEMENT OF WORK (Page 1 of 2)**

This statement of work between the COUNTY and AGENCY describes the duties of each of the parties.

The AGENCY will require two or more T1 circuits to connect AGENCY'S console site with the master site for operations of the system located at the COUNTY Alessandro facility and Blythe facility. The connectivity requirements are listed below:


The COUNTY will install a microwave connection in the AGENCY's equipment room. The COUNTY presently operates and maintains a microwave network throughout the County of Riverside. The COUNTY microwave network operates at 99.9999% availability.

The COUNTY will maintain the microwave T1 circuits and related equipment installed by the COUNTY that provides connectivity to the master site(s). The warranty applicable to this equipment is attached as Exhibit B. AGENCY will pay for the new microwave equipment, labor for installation of the new path, and T1 mileage from Beacon Hill to The City of Corona Police Department building as outlined in attachment SRG. AGENCY to provide rack space for the equipment required to support the microwave connectivity. Any additional T1 circuits for functions outside of the connectivity for the console site(s) will be billable on a per circuit/mileage rate described in the SRG section of this document.

**Talk Groups**

AGENCY will follow the COUNTY'S naming convention for Talk Group development. COUNTY will work in conjunction with AGENCY to develop the Talk Group structure for the AGENCY. The COUNTY and AGENCY will jointly design and develop radio personalities for use on the PSEC system. AGENCY will be responsible for all subscribers programming.

AGENCY represents by entering into this Agreement, which all of their equipment conforms to the specifications of the PSEC system and AGENCY will abide by all programming guidelines set forth in this Agreement. 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 Initials 

**PSEC Use Agreement****Attachment SOW****STATEMENT OF WORK (Page 2 of 2)**

Except for equipment that the COUNTY is obligated to maintain pursuant to this use 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 Talk Groups, conventional channels, and any other available resources.

Agency Initials DT

**Attachment SOP**  
**STANDARD OPERATING PROCEDURE**

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

Subscriber services such as programming or preventative maintenance are offered on a time and material basis. Time will be billed at the Board approved rate for each service as listed on attachment SRG. Rates shown in the City of Corona Monthly Subscriber rate Table 1 only include access to the PSEC System. The rates do not include services, preventative maintenance, or programming to any console or subscriber equipment.

Subscriber services 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 DT

**Attachment AEF**  
**ADDITIONAL EQUIPMENT FEES**

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

AGENCY shall contact COUNTY representative via email to submit a request for additional equipment:

- Marissa Real  
[mreal@rivcoit.org](mailto:mreal@rivcoit.org)

Setup services are billed at the approved time and material rates in accordance with Attachment SRG. The following 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.
- 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 

**Attachment SSM**  
**SUPPORT AND MAINTENANCE**



**PSEC Use Agreement**  
**Attachment SSM**  
**SUPPORT AND MAINTENANCE**

1. AGENCY has the option of requesting support and maintenance for their subscribers. This service will be billed at time and material rate in Attachment SRG.
2. AGENCY will maintain their fleet of subscriber equipment. COUNTY will assist in the initial creation of templates for each of the radios in accordance with cost in attachment SRG. Any radios added after the initial set up will be billed at time and material rates. .
3. Any changes to code plugs shall be approved by COUNTY.
4. AGENCY and COUNTY will coordinate all upgrades of subscribers (portable and mobile) prior to AGENCY taking such action.
5. AGENCY and COUNTY will coordinate all firmware and software changes prior to actual action.
6. AGENCY must subscribe to the Motorola software services for their own software licenses.
7. AGENCY will align radios in accordance with factory guidelines and specifications.
8. AGENCY must maintain an updated database of subscriber firmware, programming name, serial number, and software changes that correlate to the radio LID number.

  
**Agency Initials** \_\_\_\_\_

**PSEC Use Agreement**

**Attachment CAL**

**CALL OUTS**

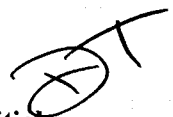
COUNTY shall provide 24 hour service support for COUNTY maintained and operated infrastructure related issues and equipment

AGENCY owned infrastructure issues and equipment are the responsibility of the AGENCY. After hours call out service is not provided for single subscriber issues.

If AGENCY has a need for afterhours service that service will be billed at a time and material rate in Attachment SRG.

Process with AGENCY to request service will be defined following the execution of this Use Agreement.

A trouble reporting form will be provided to AGENCY after system cutover. This form will be required when reporting any issues.

  
**Agency Initials** \_\_\_\_\_

**Attachment CON**

**CONSOLES**

**PSEC Use Agreement****Attachment CON****CONSOLES**

1. AGENCY is responsible for maintaining their console equipment.
2. AGENCY has the option of requesting support and maintenance for their consoles and console site equipment. If AGENCY chooses to call PSEC to support and maintain their consoles and console site equipment, the service will be billed at time and material rate as defined in Attachment SRG.
3. AGENCY and COUNTY will coordinate all upgrades of consoles and console site equipment prior to upgrading equipment.
4. All FSB's, SER's and software changes will be coordinated prior to actual action by AGENCY.
5. **AGENCY must subscribe to the Motorola SUA II agreement and software support.** This will ensure that the console positions are maintained at the same version level as the PSEC consoles.

Agency Initials 

**Attachment SRG**

**PUBLIC SAFETY ENTERPRISE COMMUNICATIONS SERVICES RATE  
GUIDE**

# PSEC Use Agreement

## Attachment SRG (Page 1 of 3)

### PUBLIC SAFETY ENTERPRISE COMMUNICATIONS 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
<b>Radio</b>						
Modem - HPD	HPD: High Performance Data Radio	\$ 168.56	\$65.56 - \$126.44	Per Modem per Month	520220	County Radio Systems
<b>Consoles</b>						
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
<b>Subscriber</b>						
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
<b>Vehicle</b>						
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
<b>Technician</b>						
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
<b>Microwave and Site</b>						
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	\$300.00	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
<b>Technology Engineering</b>						
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

**PSEC Use Agreement**

**Attachment SRG (Page 2 of 3)**

**INITIAL SET UP COSTS**

Table 1

<b>Years</b>	<b>FY</b>	<b>Rate</b>	<b>% Increase</b>	<b>New Rate</b>	<b>Monthly/Subscriber</b>
1	16/17	32	n/a	n/a	Use Agreement Negotiation
2	17/18	32	0.03	32.96	Holiday Rate
3	18/19	32.96	0.03	33.95	Holiday Rate
4	19/20	33.95	0.03	34.97	Holiday Rate
5	20/21	34.97	0.03	36.02	Holiday Rate
6	21/22	36.02	0.06	38.18	38.18
7	22/23	38.18	0.06	40.47	40.47
8	23/24	40.47	0.06	42.90	42.90
9	24/25	42.90	0.06	45.47	45.47
10	25/26	45.47	0.06	48.20	48.20

\*Rates shown in City of Corona Monthly Subscriber rate Table 1 only include access to the PSEC System. The rates do not include services, preventative maintenance, or programming to any console or subscriber equipment.

Agency Initials 

**PSEC Use Agreement**

**Attachment SRG (Page 2 of 3)**

**INITIAL SET UP COSTS**

\*Costs shown below are an estimation of actual costs to be incurred. Services will be billed at actual time spent to complete each service.

Service	Hours or Quantity	Rate Discription	Hourly Rate	Total Estimated Cost
Engineering Project Management time for Dispatch Console Installation Time	120	Engineering Expert Time	\$87.86	\$10,543.20
Radio Engineering Assessment of Requirements	120	Engineering Expert Time	\$87.86	\$10,543.20
Engineering Time for Console ELT File Development	80	Engineering Expert Time	\$87.86	\$7,028.80
Engineering Provisioning Manager time for putting units into system	40	Engineering Expert Time	\$87.86	\$3,514.40
Engineering time for Civil Work Equipment Installation	120	Engineering Expert Time	\$87.86	\$10,543.20
<b>Engineering Services</b>			=	<b>\$42,172.80</b>
FCC cost for Microwave Licensing	N/A	License Fee	N/A	\$2,090.00
Path Survey	N/A	Survey Fee	N/A	\$4,433.00
Microwave Dish and Waveguide Installation	N/A	Installation Cost	N/A	\$154,385.00
Microwave radio upgrade parts	N/A	Parts	N/A	\$20,000.00
Microwave Technician Time	80	Microwave Technician Expert Time	\$62.93	\$5,034.40
Microwave Engineering Time	160	Engineering Expert Time	\$87.86	\$14,057.60
<b>Microwave Radio, Equipment, &amp; Installation</b>			=	<b>\$200,000.00</b>
Motorola Provisioning Manager Radio Licensing	300	License Fee	N/A	\$4,200.00
Administrative Fees (Cost incurred by County Counsel @ \$174.00/hour)	6	Hourly Rate	\$ 174.00	\$1,044.00
PSEC Provided Microwave Equipment	N/A	Equipment	N/A	\$36,700.00
<b>Total One-Time Charges</b>				<b>\$284,116.80</b>
20% Contingency				\$56,823.36
<b>Total</b>				<b>\$340,940.16</b>

Additional costs to be paid by the AGENCY directly to other party:

1. If needed, any electrical upgrades necessary for installation of equipment. Unknown currently, future job walk to determine.
2. Any R56 upgrades needed to comply with Motorola installation. Unknown currently, future job walk to determine.
3. Depending on the facility site walks, if additional civil work is needed, additional engineering time for civil work may be necessary beyond quoted hours listed in cost table 2 above.

Agency Initials DT



**Attachment TGS**  
**TALK GROUP STRUCTURE**

**PSEC USE Agreement****Attachment TGS****TALK GROUP STRUCTURE (Page 1 of 2)****Talk Group Structure**

Talk group name may have numbers and letters, but must begin with an alphabetic character. Talk group names may not be duplicated.

COUNTY shall not release or disclose the radio talkgroups used by the AGENCY on the PSEC System to any third party without the express written consent of the AGENCY's Chief of Police.

**Corona Police Department Talk Groups**

<b>Group NAME</b>	<b>Site Profile</b>	<b>Owner</b>	<b>Who has access</b>
CPD 1	Corona PD	Corona PD	Law Enforcement
CPD 2	Corona PD	Corona PD	Law Enforcement
CPD 3	Corona PD	Corona PD	Law Enforcement
CPD 4	Corona PD	Corona PD	Law Enforcement
CPD 5	Corona PD	Corona PD	Corona PD
CPD 6	Corona PD	Corona PD	Corona PD
CPD 7	Corona PD	Corona PD	Corona PD
CPD 8	Corona PD	Corona PD	Corona PD
CPD 9	Corona PD	Corona PD	Corona PD
CPD 10	Corona PD	Corona PD	Corona PD

  
Agency Initials \_\_\_\_\_

**PSEC USE Agreement**

**Attachment TGS**


**TALK GROUP STRUCTURE (Page 2 of 2)**

County-wide Talk Groups have been established for interoperability.

**Incident Command Structure (ICS) Zone or Talk Group**

<b>Group NAME</b>	<b>Command Channel For County Wide Emergency</b>	<b>Site Profile</b>	<b>Owner</b>	<b>Who has access</b>
ICS Law 1	Law Enforcement.	Countywide	PSEC	All radio users
ICS Law 2	Law Enforcement	Countywide	PSEC	All radio users
ICS Fire 1	Fire	Countywide	PSEC	All radio users
ICS Fire 2	Fire	Countywide	PSEC	All radio users
ICS PubWk 1	Public Works	Countywide	PSEC	All radio users
ICS PubWk 2	Public Works	Countywide	PSEC	All radio users
ICS 1	County Wide Emergency	Countywide	PSEC	All radio users
ICS 2	County Wide Emergency	Countywide	PSEC	All radio users
ICS PUBLIC HEALTH 1	County Wide Emergency	Countywide	PSEC	All radio users
ICS PUBLIC HEALTH 2	County Wide Emergency	Countywide	PSEC	All radio users
TEST	PSEC Test Channel	Countywide	PSEC	All radio users

*The ICS Zone and Talk Groups are to be used in accordance with the table shown above. These Talk Groups are not for daily operations but are to be used for large scale incidents or inoperability between agencies.*

  
**Agency Initials** \_\_\_\_\_

**Attachment SPV**  
**SPECIAL PROVISIONS**

**Public Safety Enterprise Communication (PSEC) Use Agreement**

**Attachment SPV**

**SPECIAL PROVISIONS**

**Rate Holiday:**

Rate holiday will be in accordance to approved Board of Supervisors Agenda Number 03-66.

**Indemnification**

COUNTY shall defend, indemnify and hold harmless AGENCY, its elected officials, officers, agents and employees from and against any and all claims, demands, judgements or liabilities arising from any and all alleged acts or omissions of COUNTY and its elected officials, officers, agents and employees during those times when said elected officials, officers, agents and employees are acting pursuant to the terms of this Agreement. AGENCY shall defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees from and against any and all claims, demands, judgements or liabilities arising from any and all alleged acts or omissions of AGENCY and its elected officials, officers, agents and employees during those times when said elected officials, officers, agents and employees are acting pursuant to the terms of this Agreement.



**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 Console
- 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** \_\_\_\_\_

**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

## Public Safety Enterprise Communication System

## Governance Charter

## 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
15. Steering Committee Amendments.....	9

Public Safety Enterprise Communication System  
Governance Charter

1. 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.
  
2. 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.
  
3. 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 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.

Public Safety Enterprise Communication System  
Governance Charter

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.

4. 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 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.

Public Safety Enterprise Communication System  
Governance Charter

**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.

5. 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

6. 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.

Public Safety Enterprise Communication System  
Governance Charter

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.

7. 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.

8. 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.

9. 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.



Public Safety Enterprise Communication System  
Governance Charter

**10. 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.

**11. 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.

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

**13. 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.

Public Safety Enterprise Communication System  
Governance Charter

**14. 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.

**15. Steering Committee Amendments.**

### AMENDMENT NO. 1

1. This amendment would allow for phone, or email, voting to take place between regularly scheduled meetings if all parties are in agreement. The results of this voting would be captured and addressed in the minutes of the next regularly Steering Committee meeting.

\*Approved and adopted April 14, 2015.

### AMENDMENT NO. 2

1. This amendment would allow for the chair, or designee, to convene a special emergency meeting to address special topics, or emergencies, such as a natural disaster or issue that needs immediate attention. In either case, the circumstances causing the meeting to be called would further deteriorate if delayed until the next calendared Steering Committee meeting. The results of this meeting would be captured and addressed in the minutes of the next regularly scheduled Steering Committee meeting.

\*Approved and adopted April 14, 2015.

### AMENDMENT NO. 3

1. Members or alternates may participate in regular or special meetings through video or telephone conferencing, if necessary. Notification should be made to the Chairman 24 hours in advance to enable preparation of the equipment.

\*Approved and adopted December 8, 2015.

## 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
- District Attorney
- Executive Office
- \* Fire Department
- \* RCIT
- \* 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

**Exhibit B**

**MICROWAVE EQUIPMENT WARRANTY**

**CONTRACT ID #PEARC-20827-004-06/26**

Contract ID # PEARC-20827-004-06/26

**MASTER SERVICE AGREEMENT**  
**for**  
**TECHNICAL SUPPORT of the MDR8000 SYSTEM**  
**INCLUDING REPAIR/REPLACEMENT OF EQUIPMENT**  
**FOR THE PUBLIC SAFETY ENTERPRISE COMMUNICATION SYSTEM**

**between**

**COUNTY OF RIVERSIDE**

**and**

**ALCATEL-LUCENT USA, INC.**



1411:32

BOS Agenda/Date \_\_\_\_\_ and SSJ# \_\_\_\_\_ Page 1 of 34  
Form #116-310 – Dated: 2/01/2016

10-25-16  
MT 2568

**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement .....	5
5. Termination .....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	7
8. Inspection of Service: Quality Control/Assurance .....	7
9. Independent Contractor/Employment Eligibility .....	8
10. Subcontract for Work or Services.....	9
11. Disputes .....	9
12. Licensing and Permits .....	10
13. Use by Other Political Entities .....	10
14. Non-Discrimination .....	10
15. Records and Documents .....	11
16. Confidentiality .....	11
17. Administration/Contract Liaison .....	11
18. Notices.....	12
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification .....	13
22. Insurance .....	13
23. General.....	16
Exhibit A-Scope of Service .....	20
Exhibit B- Payment Provisions.....	34

Contract ID # PEARC-20827-004-06/26

This Agreement, made and entered into this 27<sup>th</sup> day of September, 2016, by and between ALCATEL-LUCENT USA, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the industry standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred twenty six thousand seven hundred seventy seven dollars (\$126,777) annually for technical support of the MDR8000 system. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Contract ID # PEARC-20827-004-06/26

Exhibit B, or a mutually agreed upon Change Order / Amendment (as defined in section 4), COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the term (ten years) of this Agreement for MDR8000 Technical Support and HS MDR8000 Standard Repair. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR annually in advance. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**Public Safety Enterprise Communications**

7195 Alessandro Blvd.

Riverside, CA 92506

Attention: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PEARC-20827-004-06/26, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually in advance for reoccurring services (i.e. technical support maintenance). County will then provide annual Purchase Orders no less than thirty (30) days before the annual anniversary date.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered as described above. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

3.5 COUNTY shall notify CONTRACTOR of any billing discrepancies or disputes about an invoice within thirty (30) days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice"). Tender of a Dispute Notice does not relieve COUNTY of its obligations to pay the



undisputed portion of any invoice subject to a Dispute Notice. The Parties shall negotiate in good faith to resolve any Dispute Notice.

3.6 In the event any of the 84 currently supported microwave hops, as listed in section A9, are deleted from the MDR8000 system, CONTRACTOR will refund a prorated amount of support for the current annual support period and reduce the total annual support cost to reflect the deletion of said hop(s).

A. Per hop unit price is noted in Exhibit B4. Deletion of a hop or hops will result in the credit of a pro-rated portion to be applied to the following years' annual cost. COUNTY will provide CONTRACTOR a minimum of thirty (30) days written notice stating the deletion date of each hop and requesting the prorated credit be applied to the next payment due.

B. Provided that COUNTY notifies CONTRACTOR of the total number of hops deleted from the system at least ninety (90) days prior to the end of the then-current annual term, CONTRACTOR agrees to provide an updated payment schedule sixty (60) days prior to annual payment due date. Changes to payment provisions will be traced according to the procedures outlined in section 4 below.

#### 4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### 5. Termination

5.1 COUNTY may not terminate this Agreement, or any order pursuant to this Agreement, for convenience during the term which is ten (10) years.

5.2 COUNTY may, upon five (5) business days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement

or fails to make progress that may endanger performance and does not cure such failure within ten (10) business days of such notice. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After any such termination, CONTRACTOR will refund to COUNTY any credits currently due in accordance with Section 3.6 and any prepaid but unused annual fees for the then-current term.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**6.1 Delivery, Title and Risk of Loss:**

A. Delivery is F.O.B. at COUNTY's designated dock. CONTRACTOR shall pack each product for shipment in accordance with CONTRACTOR's commercial standards, except as the parties may otherwise agree in writing.

B. Title to equipment only, and risk of loss and damage to any product passes to COUNTY upon acceptance of delivery. CONTRACTOR and its licensors retain title to all licensed materials, CONTRACTOR confidential information, and other data delivered to COUNTY under this Agreement and all copies of them.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also

terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

Contract ID # PEARC-20827-004-06/26

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the

COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

---

BOS Agenda/Date \_\_\_\_\_ and SSJ# \_\_\_\_\_ Page 10 of 34  
Form #116-310 - Dated: 2/01/2016

Contract ID # PEARC-20827-004-06/26

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY RCIT Chief Information Officer, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**17.1** County Department (PSEC Division) Project Manager and additional contact liaison shall be:

Contract ID # PEARC-20827-004-06/26

Radio Engineer II  
 Riverside County Information Technology  
 Public Safety Enterprise Communications Division  
 7195 Alessandro Blvd., Riverside, CA 92506  
 (951) 955-0565

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

PSEC Division  
 7195 Alessandro Blvd.  
 Riverside, CA 92506  
 Attn: Contracts Administration

**CONTRACTOR**

ALCATEL-LUCENT USA, Inc.  
 601 Data Drive  
 Plano, TX 75075  
 Attn: Contract Management

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

BOS Agenda/Date \_\_\_\_\_ and SSJ# \_\_\_\_\_ Page 12 of 34  
 Form #116-310 – Dated: 2/01/2016



**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13 Limitation of Liability**

A. COUNTY'S EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES AND THEIR EMPLOYEES AND AGENTS FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE OF COUNTY OR ANY OTHER ENTITY ARISING OUT OF THIS AGREEMENT, OR THE USE OR PERFORMANCE OF ANY PRODUCT, LICENSED MATERIAL, OTHER ITEM, OR SERVICE, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE AND NEGLIGENCE INDEMNITY, OR STRICT LIABILITY SHALL BE AS FOLLOWS:

(1) FOR TANGIBLE PROPERTY DAMAGE AND PERSONAL INJURY CAUSED BY CONTRACTOR'S NEGLIGENCE--THE AMOUNT OF DIRECT DAMAGE;

(2) FOR DAMAGE OR FAILURE OF PERFORMANCE BY CONTRACTOR (OTHER THAN AS SET OUT IN SUBSECTIONS (1) ABOVE), IF ANY, FOR WHICH A REMEDY IS EXPRESSLY SET FORTH IN THIS AGREEMENT--THE REMEDY EXPRESSLY SO SET FORTH; AND

(3) FOR EVERYTHING OTHER THAN AS SET FORTH ABOVE--THE AMOUNT OF

Contract ID # PEARC-20827-004-06/26

DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID BY COUNTY FOR THE PRODUCT OR SERVICE DIRECTLY GIVING RISE TO THE CLAIM INCLUDING AWARDED COUNSEL FEES AND COSTS.

23.14 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONTRACTOR AND ITS AFFILIATES AND THEIR EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGE OR LOST PROFITS, REVENUES OR SAVINGS ARISING OUT OF THIS AGREEMENT, OR THE USE OR PERFORMANCE OF ANY PRODUCT, LICENSED MATERIALS, OTHER ITEMS, OR SERVICES, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE AND NEGLIGENCE INDEMNITY, OR STRICT LIABILITY. THIS SUBSECTION 22.2 SHALL SURVIVE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY.

23.15 COUNTY shall give CONTRACTOR prompt notice of any claim. Any action or proceeding against CONTRACTOR must be brought within twenty-four (24) months after the cause of action accrues. COUNTY shall indemnify and hold CONTRACTOR harmless for any claim, loss or expense brought by COUNTY, its employees or its customers beyond the limits of CONTRACTOR's liability stated herein.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: John A. Benoit  
John A. Benoit, Chairman  
Board of Supervisors

Dated: 10/25/16

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KIPPIS DATE 10/18/16

ALCATEL-LUCENT USA, INC.

By: [Signature]  
Name: Lynda Smith  
Title: Contract Mgmt Director

Dated: 10/17/2016

ALCATEL-LUCENT USA INC.

By: [Signature]  
Name: Kamal Ballout  
Title: Vice President - Vertical Markets

Date: 10/17/2016

3-16 OCT 25 2016

**This page left intentionally blank**

**EXHIBIT A**  
**SCOPE OF SERVICES for**  
**Service Life Agreement (SLA) for MDR8000 system**

**A1 Definitions:**

- A1.1 AL = CONTRACTOR (Alcatel-Lucent)  
A1.2 C = Customer (County of Riverside)  
A1.3 X = Designates responsibility

**A2 TASKS – Technical Support:**

TECHNICAL SUPPORT (TS)	TASKS	
	AL	C
Provide remote access to engineers for product-related questions, troubleshooting, diagnostics, and patch/maintenance releases to restore service and/or functionality and resolve problems for Maintained Products.	X	
Provide 24/7 access via phone or email to the Alcatel-Lucent Welcome Center or, if available, via web-based Online Customer Support in order to open an Assistance Request ("AR"). The Alcatel-Lucent Welcome Center will assign each AR a unique trackable number in order to facilitate communication and enable rapid assistance.	X	
Troubleshoot problems via phone, or virtual private network, down to Maintained Product component level, or sufficiently to exclude Maintained Products as the root cause.	X	
Provide access to Patch Releases or Maintenance Releases for Maintained Products, when available. County shall provide its own means to install such fixes, patches, and updates, as and when made available by CONTRACTOR.	X	
Provide standard instructions for installation of Patch Releases or Maintenance Releases to County.	X	
For Severity Level Critical (Severity 1) and Major (Severity 2), restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.	X	
Provide 24x7 access to product specific Customer Support content of the Alcatel-Lucent.com web site if available for the Maintained Products. Customer Support content may include technical product support information, subscription services, and other self-help facilities, as well as the ability to submit non-critical ARs and check the status of ARs online.	X	
Technical Support covers Maintained Products installed and integrated by CONTRACTOR or by County trained by CONTRACTOR on self-install and self-integrate programs, if available. Otherwise, issues arising are not covered by Technical Support or may be subject to additional charges.	X	
On-site support is not specifically provided as part of this SOW. If CONTRACTOR determines that it cannot restore or resolve an issue remotely, CONTRACTOR may, at its sole discretion, provide emergency on-site support. In the event on-site intervention is performed, the travel time to arrive at the Site will be added to the Restore time target or discounted from the Restore interval.	X	

BOS Agenda/Date \_\_\_\_\_ and SSJ# \_\_\_\_\_ Page 20 of 34  
Form #116-310 – Dated: 2/01/2016



**A3 Targets for Technical Support (TS):**

Service Level		Gold		
Welcome Center		24/7		
AR Problem Classification		Critical	Major	Minor
Technical Support	Support Window	24/7		
	Respond	30 M	1 H	NBD
	Restore	6 H	12 H	
	Resolve	45 CD	90 CD	NT
KPI Achievement		92%		
<b>Legend:</b> AR = Assistance Request (trouble ticket) BD = Business Day of applicable Alcatel-Lucent technical support facility BH = Business Hours of applicable Alcatel-Lucent technical support facility CD = Calendar Day D = Day H = Hours M = Minutes NBD = Next Business Day of applicable Alcatel-Lucent technical support facility NT = No Target. Alcatel-Lucent will use commercially reasonable efforts to perform the corresponding activity, if feasible at ALU's sole discretion.				

**A4 Return for Repair (RES-RFR)**

Repair or replacement of defective County-owned RES Entitled Parts in forty-five (45) days or less.		
	AL	C
Repair or exchange from CONTRACTOR inventory RES Entitled Parts at County's request. Deliver Parts to County's Entitled Site by the applicable RES Delivery Deadline.	X	
Provide a specific form to be used by County to record the failure description of the Part.	X	
On the next Business Day following County's request, provide a Part Request Number as return authorization and shipping instructions	X	
Upon receipt of the reported defective Parts, including documentation and Part Request Number	X	
TASKS		
Label, repair or exchange the defective Parts and deliver the functional Parts within the specified RES Delivery Time.	X	
With each returned part, attach to the exterior of the shipping container all relevant documentation (failure description, diagnostic results, serial number, part request number).		X
Assist in minimizing No Fault Found (NFF) by using technical support, complying with manufacturer diagnostic procedures, and being familiar with manufacturer's published references.		X
Provide adequate packing material to protect against damage during shipping.		X

Contract ID # PEARC-20827-004-06/26

Manage electrostatic discharge (ESD) sensitive material with appropriate protection to avoid ESD damage.		X
Be responsible for all transportation related expenses (labeling, packaging, shipping, insurance) for the part shipped to CONTRACTOR.		X
Ensure that delivery site is ready to receive repaired/exchanged part. Delays and repeat attempts to deliver parts relieves CONTRACTOR of its RES Delivery Deadline obligations and may result in additional charges.		X
Package the defective Parts and ship them to arrive at the designated shipping location within thirty (30) days of initial repair request.		X
<b>Parts request process:</b>		
Diagnose and isolate the faulty part in cooperation with CONTRACTOR technical support if required.		X
Initiate part request through the Welcome Center, internet portal or e-mail. Time critical requests must go through the Welcome Center.		X
Provide company name and contact information, product name, service, entitled site company name and address, contract name, serial numbers.		X

**A5 – Service Notes for Technical Support (TS):**

A5.1 Does not include preventive maintenance

A5.2 If County purchases or co-locates additional products of the same type for which Maintenance Services are in effect or additional license capacity during the Term, Riverside County will pay the pro-rated maintenance fees in advance of coverage at the standard rate stated below for the additional products or license capacity based on the number of months remaining in the applicable Term, starting on the dates on which the new products were put into service. County shall provide an update of any change in quantities on Maintained Products on a quarterly basis or otherwise agreed to in writing. Updates must occur annually at a minimum. However, notwithstanding the foregoing, an immediate update is required if the County increases the quantity of the Maintained Products by more than 10% at any time.

A5.3 County must purchase Maintenance Service coverage for all products in its network of the types for which Maintenance Services are in effect under this SOW. County shall allow CONTRACTOR, if CONTRACTOR deems it necessary, to verify the accuracy of the Maintained Products, by reasonable means.

A5.4 Prices are based upon purchase of Maintenance Services for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, Riverside County may not terminate this SOW, or any order pursuant to this SOW, in whole or in part, for convenience during the Term (ten years).

**A6 – Service Notes for RES Return for Repair (RES-RFR):**

A6.1 Repaired or exchanged Parts may contain components that are used, remanufactured or refurbished. Exchanged Parts will be Form, Fit and Functionally compatible.

**A6.2** As customer-owned spares are rotated into the production system, maintenance will be transferred to the spare modules.

**A6.3 RES does not include:**

**A6.3.1** Part modification or upgrade.

**A6.3.2** Root cause analysis that specifies the actual Part failure cause or any specific remedial action.

**A6.3.3** Repair or exchange of Parts with defects or malfunctions caused directly or indirectly by: (1) failure of non- CONTRACTOR personnel to follow the manufacturer's installation, operation, or maintenance instructions; (2) Products or their Parts not specifically identified as RES Entitled Products or RES Entitled Parts; (3) abuse, misuse, or negligent acts of non-CONTRACTOR personnel; (4) damage from fire, water, wind, exposure to weather, or other forces of nature; (5) acts of terrorism, vandalism or other hostiles actions.

**A6.3.4** Repair or exchange of Parts that show evidence of: (1) improper packaging; (2) improper handling; (3) modification by non-CONTRACTOR approved personnel; (4) the installation or attachment of non-Alcatel- Lucent or non-OEM approved components including hardware or software; (5) any condition that exceeds the tolerances as prescribed by the manufacturer.

**A6.3.5** Passive and mounting hardware such as cabinets, chassis, frames, antennae, connectors, cables, cable assemblies, cords, brackets, bezels, faceplates, adapters, panels or labels.

**A6.3.6** Consumables such as batteries, air filters, or transformers.

**A6.3.7** Documentation or software in all media forms.

**A7 Maintained Products:**

Equipment	Quantity	Location	Services	Support Level
MDR8000	84 hops	See A9	TS, RES	Gold, 45 Days

**A8 MAINTENANCE TERMS AND CONDITIONS**

**A8.1 Definition of Severity Levels:**

**A8.1.1 "Critical" (Severity Level 1 or SL1):** The system is inoperative and County's inability to use the product has a critical effect on County's operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 Critical problem.

**A8.1.2 "Major" (Severity Level 2 or SL2):** The system is partially inoperative but still usable by Riverside County. The inoperative portion of the product severely restricts Riverside County's operations, but has a less critical effect than a Severity Level 1 condition.

A8.1.3 "Minor" (Severity Level 3 or SL3): The system is usable by Riverside County, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall Riverside County operations.

**A8.2 Definitions of TS Key Performance Indicators:**

A8.2.1 "Respond Time" (Specialist Call-back): The time period from when County first notifies the Contractor's Welcome Center of a reported problem to when a CONTRACTOR expert attempts to contact County via telephone or preferred contact method as defined when submitting the request. In the event CONTRACTOR is unable to contact County after three (3) attempts, the ticket will be closed.

A8.2.2 "Restore Time" (Remote Neutralization): The time from when CONTRACTOR is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when CONTRACTOR provides the means to return a system to operational status.

A8.2.3 "Resolve Time" (Final Resolution Time): The time from when Riverside County first notifies the CONTRACTOR Welcome Center to the time when a procedural solution/fix to address the issue is made available to Riverside County. This may occur simultaneously with Restore Time, unless the Restore Time is by means of a temporary workaround and CONTRACTOR determines that a more suitable permanent solution can feasibly be provided.

**A8.3 Service Level Agreement (SLA) Targets:** SLA Targets specify the performance objectives in terms of KPIs by severity level. SLA Targets vary depending on the maintenance coverage selected (see SLA Target table).

**A8.4 Patch Releases/Maintenance Releases:** TS Service includes only patch releases and maintenance releases as may be made available for CONTRACTOR Maintained Products during the Term for use with Maintained Products. TS Service does not include access to feature releases. Decisions of which versions of software will be updated, and whether to include a correction in a maintenance release as opposed to including it in the next feature release, rests in CONTRACTOR's sole discretion. TS Service does not entitle or support Riverside County to use optional or new software features resident in a maintenance release or feature release, except to the extent that Riverside County has separately paid the applicable license fees for the use thereof. CONTRACTOR shall have the sole right to determine whether a new functionality shall be included in a feature release or as an optional software feature.

**A8.5 License Terms:** All software that is ultimately provided in connection with TS Service including, without limitation, maintenance releases, patch releases or workarounds, are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

**A8.6 Lab System:** TS Service is intended for Maintained Products deployed commercially in a communications network. Coverage may be extended to Maintained Products used in County's own lab for testing purposes before and during commercial use in County's network if such lab use is identified on the SOW. In the event TS Service is provided to Maintained Products in County's lab, such TS Service will be provided during Business Hours, on Business Days, without regard to the Support Level applicable to

Riverside County's other Maintained Products. Only the Next Business Day Respond Time KPI indicator will apply.

A8.7 Customer Service Delivery Feedback/Escalation: County may escalate a problem or provide feedback on the TS Service that is being delivered or has been delivered. Service Delivery Feedback is for tasks and provision of deliverables specifically defined in this document. Riverside County may initiate escalation or feedback by calling the Welcome Center number and ask to speak to the duty manager to escalate an open AR or create a Service Delivery Feedback AR.

A8.8 County Responsibilities Concerning CONTRACTOR Web Site Access: By accessing any Alcatel-lucent.com web site County agrees to the following:

A8.8.1 County shall not enable or permit Web site access to any person other than its employees, without CONTRACTOR's prior written consent.

A8.8.2 If requesting such consent, County shall identify to CONTRACTOR any non-employee who County would like to be able to have access to the Web site, and if requested by CONTRACTOR, will provide a copy of a Non-Disclosure Agreement executed between County and the non-employee in accordance with the confidentiality terms of the agreement pursuant to which the Maintained Products were supplied. Such agreement will provide, at a minimum, the level of protection provided in the Agreement to which this SOW is attached. CONTRACTOR may refuse consent within its sole discretion.

A8.8.3 County may use, and shall require its non-employee contractors or Agents to use the OLCS (Online Customer Support) content only to facilitate its managing and operating the Maintained Products. Other than the limited right to use OLCS content for the purpose described in the preceding sentence, CONTRACTOR does not grant any rights, title or interest, explicitly or implicitly, under any patent, copyright, mass work protection right, trade secret or any other intellectual property right. Some OLCS content made available to County may not be made available to non-employees.

A8.8.4 County must notify CONTRACTOR in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.

A8.8.5 Access to OLCS is not available to US embargoed countries. Information on the OLCS website (e.g., product documentation, ticket status, software fixes, etc.) can be provided to customers by their technical support engineer.

A8.8.6 County's use of any CONTRACTOR's web site(s) is subject to all Terms of Use then set forth or linked to the web site. Such Terms of Use shall in no event be construed to increase CONTRACTOR's obligations under this SOW nor to create or modify any performance indicators for the Services under this SOW.

A8.8.7 Without limiting CONTRACTOR's other rights, CONTRACTOR may deny access immediately and in the future to individuals using the web site other than as permitted. CONTRACTOR shall have no liability to County on account of such denial.

**A8.9 General Responsibilities – County:** When reporting an AR, and in order to have the AR validly created:

A8.9.1 Include Severity Level of problem, outage status, product name, contract number, submitter name & location, callback telephone number and/or email address, system name & location, type and serial and/or license number, and alternate contact.

A8.9.2 Provide all information necessary for CONTRACTOR to provide the Services without delay on the Maintained Products. This includes, without limitation: identification of the releases of the Maintained Products; network configuration; evidence of problem on the Maintained Products; logs, traces and product diagnostic results for the Maintained Products and for all the components of the environment of the Maintained Products; evidence that resources allocation has been aligned with Maintained Products needs, as defined in Maintained Products' documentation; already performed actions; any information to help reproduce the conditions under which the trouble occurred.

A8.9.3 Ensure that only submitters that are trained by CONTRACTOR on Operations and Maintenance of the Maintained Products are entitled to report an AR. County shall keep updated and shared with CONTRACTOR the list of entitled submitters.

A8.9.4 Ensure that the Maintained Products are, over time, installed, configured, operated, administrated and maintained in accordance with CONTRACTOR's applicable installation, configuration, operation, administration, and maintenance specifications. If CONTRACTOR has reason to believe that Riverside County is not over time compliant with these specifications, then County shall allow CONTRACTOR to perform an audit of its network, at County's expense, which may lead to the decision to revalidate the Maintain Products, at County's expense.

A8.9.5 Notify in writing any changes in the environment of the Maintained Products that impacts or may impact the operational condition of the Maintained Products, no less than thirty (30) days prior to the change, even if this change is aligned with CONTRACTOR's applicable installation, operation, administration, and maintenance specifications.

A8.9.6 Ensure the implementation of all software updates, firmware updates and hardware changes required by CONTRACTOR within a reasonable time, not to exceed sixty (60) days from the date of availability.

A8.9.7 Ensure that adequate resources are made available to Maintained Products, as defined in Maintained Products' documentation. In case of a software only product, the resources include, but are not limited to, CPU, memory, IO disk & network.

A8.9.8 Notify in writing any changes in Maintained Products (as described in section A9 or appendix covering "Maintained Products and Scope of the Services") including, but not limited to quantity or location of Maintained Products, no less than ninety (90) days prior to the start of the Entitlement Term or to any changes to the Maintained Products or any changes in the Sites.

A8.9.9 Allow CONTRACTOR, if CONTRACTOR deems it necessary, to verify the accuracy of the Maintained Products status by reasonable means.

A8.9.10 Grant CONTRACTOR access to the inventory information of the Maintained Products at least twice a year, either by allowing CONTRACTOR to retrieve this information remotely, or by providing this information to CONTRACTOR.

A8.9.11 Maintain a procedure external to the software programs for regular back-up (software, configuration) and for reconstruction of lost or altered files, data, and/or programs.

A8.9.12 Perform initial problem diagnostics and analysis to isolate the problem to Maintained Products

A8.9.13 Ensure availability of employees which are trained by CONTRACTOR on Operations and Maintenance of the Maintained Products to assist CONTRACTOR's personnel. This may include, without limitation, assistance in performing additional tests, and gathering additional information. Any delay time caused by Customer shall be deleted from KPI measurements.

**A8.10 Remote Connection:**

A8.10.1 Remote Connection is mandatory for CONTRACTOR to be able to provide the Services for the Maintained Products.

A8.10.2 An exception is 1357 ULIS or other lawful intercept products for which law enforcement agencies may prohibit remote connection. Support of such products is provided by telephone and CONTRACTOR will work with County's on-site authorized personnel to troubleshoot problems. Specific Service Level Agreements ("SLA") described, if applicable, in the section "Service Level Agreement Targets" then apply.

A8.10.3 The Remote Connection can be established from CONTRACTOR's local site, one of the CONTRACTOR TSCs (Technical Support Center), the CONTRACTOR TEC (Technical Expert Center), CONTRACTOR NOC (Network Operations Center), or from an OEM Company or third party service provider (contracted by CONTRACTOR for providing support Services for OEM software or hardware).

A8.10.4 County shall at its risk and expense provide CONTRACTOR with the necessary infrastructure to complete a remote connection to the Site. A tool will be mutually agreed upon.

- A8.10.5 A Remote Connection with the following mandatory characteristics must be available:
- i. Secure solution based on a permanent LAN to LAN IPSEC using efficient security solution (e.g., firewall)
  - ii. Minimum bandwidth of 2Mbits/s in both directions
  - iii. Transfer file system enabling large file transfer through secure connections (e.g., SFTP)
  - iv. Multi session system enabling a parallel connection of experts, through secure connections (e.g., SSH)
  - v. The Remote Connection should not:
    1. Require a dedicated internet line
    2. Rely on any hardware token system

- vi. If, due to reasons beyond the control of CONTRACTOR, the Remote Connection cannot be established or is established with unsatisfactory quality or bandwidth, the KPIs specified in the "Service Level Agreements" shall be extended for the same period during which the Remote Connection could not be established. In this situation, CONTRACTOR reserves the right, and upon consent of Riverside County, to send skilled personnel to the site to resolve the problem. Separate terms and fees apply.

**A8.11 Maintenance Exclusions:** Maintenance does not include the following:

- A8.11.1 Support when the County responsibilities as described in this SOW are not realized.
- A8.11.2 Support for custom software features not named in this SOW as Maintained Products, that is, any features that are not present in the generally available version of the Maintained Products.
- A8.11.3 Creating or making corrections to County-specific reports.
- A8.11.4 Providing County-specific instructions for installation of Patch Releases or Maintenance Releases by County.
- A8.11.5 Making specification changes or performing services connected with installation or relocation of the Maintained Products.
- A8.11.6 Support for non-maintained products, whether or not they reside on the same computing hardware platform on which Maintained Products reside.
- A8.11.7 Assistance or service, including without limitation, modification or replacement of the Maintained Products, repair of damage, or increase in service time caused by or required as a result of any of the following:
- i. Failure to continually provide a suitable operational environment with all facilities prescribed by the applicable product specifications document including, but not limited to, the failure to provide, the failure of, or faulty, adequate electrical power, air conditioning, or humidity, dust control.
  - ii. Use of the Maintained Products in a manner not in accordance with its specifications, operating instructions, or license-to-use.
  - iii. Maintenance, repairs, or other services resulting from casualty, catastrophe, natural disaster (which shall include, but not be limited to, fire, flood, earthquake, water, wind or lightning), accident, transportation difficulties, terrorism or other hostile action, neglect by County, negligence of County, or misuse by County.
- A8.11.8 Modifications, maintenance, or repair performed by other than CONTRACTOR designated personnel, including changes, modifications or alterations not authorized by CONTRACTOR in the Maintained Products, the hardware, or the software environment in which the Maintained Products operate including, without limitation, the introduction of updates of third party software or hardware that have not been validated by CONTRACTOR.



A8.11.9 Attachment of unspecified or non-approved products to the Maintained Products, or failure of a processor or other equipment or software not maintained by CONTRACTOR, or failure of removable or rotating storage media.

A8.11.10 Database problems: If the condition is determined to be the result of corruption of the Maintained Products database, and such corruption is not the direct result of the Maintained Products, the condition will be referred back to County. However, if corruption is the result of, or caused by, CONTRACTOR's Maintained Products, CONTRACTOR shall manage the resolution of the problem, at no additional charge; provided, however, that CONTRACTOR shall only be responsible for restoring data on the media. County shall be responsible for providing CONTRACTOR with the data that needs to be restored.

A8.11.11 Hardware/firmware problems: When a condition has been isolated to a hardware or firmware problem on a product that is not covered under this SOW, the condition will be referred back to Riverside County for disposition under whatever maintenance arrangements County may have for such hardware or firmware.

A8.11.12 Other/interfacing systems problems: If the condition is determined to be caused by systems other than the Maintained Products including, but not limited to, systems that interface with the Maintained Products, then the condition will be referred to County for corrective action unless the other system(s) has been furnished by CONTRACTOR and is covered under this SOW, in which case CONTRACTOR shall manage the resolution of the problem.

A8.11.13 Equipment certification, as required per CONTRACTOR's policy on equipment not installed by an approved CONTRACTOR installer, or lapse in Maintenance coverage, or equipment that has been moved.

A8.11.14 Unless otherwise specified in this Agreement, installation of modifications, upgrades, features, enhancements or model conversions, refinishing or refurbishing of products, TSC assistance required in support of non-CONTRACTOR manufactured equipment, or direct routine TSC assistance initiated by an individual site if TSC support is provided to a County staffed control center and/or centralized engineering group.

A8.11.15 Maintenance or repairs of accessories, attachments or any other devices not identified in this SOW.

A8.11.16 Furnishing of optional accessories or consumable supplies.

A8.11.17 Recovery of any lost data or expenses for reconstructing data lost during the performance of Maintenance Services.

A8.11.18 Training of County staff.

A8.11.19 Furthermore, should County desire Services for the Maintained Products which are not under warranty or have not been under a support service agreement with CONTRACTOR, in effect immediately prior to the request for Services hereunder, the continuity of the service must be ensured with payment by County of the Services from the date of end of warranty, or the date of end of the previous

service agreement, plus, over and above, the payment of a reinstatement fee equal to half of this amount, prior to being eligible for support Services under this SOW.

**A8.11.20 Exceptions:** In the event of a service interruption caused by accident, disaster, or terrorism CONTRACTOR will make a commercially reasonable attempt to restore service on the Maintained Products. If, however, service is not restored within 12 hours, CONTRACTOR and County will mutually agree on next steps to be taken, which may include the purchase of disaster recovery services to restore service. Additionally, the commercially reasonable efforts contemplated by this provision do not include the provision of new, replacement, or additional hardware or software or performance of on-site services, which if available would require payment of additional charges.

**A9 – Covered Equipment List:** The following list will show all microwave hops for the MDR8000 system and all equipment, including radios, needed to maintain these hops are covered under the TS Gold level support and standard repair as described in this agreement. Microwave hops will be added and/or deleted as agreed upon in writing by County and Contractor for the term of the agreement.

SITE NAME	Bandwidth	Hop #	Contractor	SSJ#	
RIVERSIDE	Alessandro	30M0D7W	1	KMR91	KKP22
	Alessandro (Overhaul)	30M0D7W	2	KMR91	KKP22
	Arlington	5M00D7W	3	KMR91	WQLV916
	Box Springs	30M0D7W	4	KMR91	KMR92
ALESSANDRO	Blue Mt	2M50D7W	5	KKP22	WPKN885
	Box Spring	30M0D7W	6	KKP22	KMR92
	Box Spring (Overhaul)	30M0D7W	7	KKP22	KMR92
	North Mt.	30M0D7W	8	KKP22	WPCV394
	North Mt. (Overhaul)	30M0D7W	9	KKP22	WPCV394
BOX SPRINGS	Buena Vista	30M0D7W	10	WQLV895	WQLV910
	Marshall	5M00D7W	11	WQLV895	WQLV900
	Mead Valley	5M00D7W	12	WQLV895	WQLV902
	Mt. David	30M0D7W	13	KMR92	KMV21
	Perris	30M0D7W	14	KMR92	KCW30
MT DAVID	Brookside	5M00D7W	15	WQLW844	WQLW720
	Whitewater	30M0D7W	16	WQLW844	KNV23
	Timoteo	5M00D7W	17	WQLW844	WQJ845
WHITEWATER	Banning	10M0D7W	18	KMV23	KMV22

Contract ID # PEARC-20827-004-06/26

	Edom Hill	30M0D7W	19	KMV23	WPNM284
INDIO HILL	Edom Hill	30M0D7W	20	WPNM283	WPNM284
INDIO AEOC	Cactus City	30M0D7W	21	WQRN370	KMV20
	Cactus City (overhaul)	30M0D7W	22	WQRN370	KMV20
	Indio Hill	30M0D7W	23	WQRN370	WPNM283
	Indio Hill (overhaul)	10M0D7W	24	WQRN370	WPNM283
	Santa Rosa Peak	30M0D7W	25	WQRN370	WNTI214
	Santa Rosa Peak (overhaul)	30M0D7W	26	WQRN370	WNTI214
	Torb Peak	3M75D7W	27	WQRN370	WQTG329
CACTUS CITY	Line	5M00D7W	28	KMV20	WQMH403
CHUCKAWALLA	Black Rock	30M0D7W	29	KMV68	KMV69
	Black Rock (overhaul)	10M0D7W	30	KMV68	KMV69
	Cactus City	30M0D7W	31	KMV68	KMV20
	Cactus City (overhaul)	10M0D7W	32	KMV68	KMV20
BLACK ROCK	Blythe	30M0D7W	33	KMV69	KMV70
	Blythe (overhaul)	30M0D7W	34	KMV69	KMV70
	Black Jack	5M00D7W	35	KMV69	WQLU714
	Wiley's Well	10M0D7W	36	KMV69	WQLU710
BLYTHE	Quail Mesa	10M0D7W	37	KMV70	WQP8856
CORONA	Buena Vista	10M0D7W	38	WAN812	WQLV910
	Pleasant Peak	2M50D7W	39	WAN812	WPNQJ889
ELSINORE PK	Hemet	30M0D7W	40	WHM95	KCW31
	Parris	30M0D7W	41	WHM95	KCW30
	Redondo Mesa	10M0D7W	42	WQON914	WQLW718
	Walter P Abraham	10M0D7W	43	WHM95	WNTI214
	Murrieta PD	2M50D7W	44	WQON914	WQXG624
SANTA ROSA Peak	Marion Ridge	30M0D7W	45	WNTI214	WQGR433
	Red Mt.	30M0D7W	46	WNTI214	WPCQ441
	Lake Riverside	5M00D7W	47	WNTI214	WQLW785

BOS Agenda/Date \_\_\_\_\_ and SSJ# \_\_\_\_\_ Page 31 of 34  
 Form #116-310 - Dated: 2/01/2016

Contract ID # PEARC-20827-004-06/26

SOUTHWEST JUSTICE CENTER	Clinton Keith	30M0D7W	48	WPVY340	WPQY995
MARION RIDGE	Hemet	30M0D7W	49	WQGR433	KCW31
HEMET	North Mt.	30M0D7W	50	KCW31	WPQY394
	North Mt. (C) (2010)	30M0D7W	51	KCW31	WPQY394
	Red Mt.	30M0D7W	52	KCW31	WPQY441
	Winchester	5M00D7W	53	KCW31	WQLW808
NORTH MT	Clinton Keith	30M0D7W	54	WPQY394	WPQY995
	Ranger Peak	5M00D7W	55	WPQY394	WQMH394
CLINTON KEITH	Margarita	5M00D7W	56	WPQY995	WQI841
	Vaquero	5M00D7W	57	WPQY995	WQMH380
CAJALCO	Lake Mathews	5M00D7W	58	WQMD586	WQL906
LAKE MATHIEWS	Mead Valley	5M00D7W	59	WQLV906	WQLV902
GLEN AVON	Beacon Hill	5M00D7W	60	WQLV896	WQLV915
	Sunny Slope	5M00D7W	61	WQLV896	WQLV908
GREEN RIVER	Beacon Hill	5M00D7W	62	WQLV904	WQLV915
TEMESCAL	Estelle Mtn	5M00D7W	63	WQLW643	WQLW645
	Santiago Peak	5M00D7W	64	WQLW643	WQLW644
SANTIAGO PEAK	Menifee	5M00D7W	65	WQLW644	WQLW641
	Ridge Road	2M50D7W	66	WQLW644	WQLW673
	Quail Valley	2M50D7W	67	WQLW644	WQLW640
	Ortega	2M50D7W	68	WQLW644	WQPQ730
	Redondo Mesa	30M0D7W	69	WQLW644	WQLW718
VAQUERO	Avocado Flats	5M00D7W	70	WQMH380	WQMH381
REDONDO MESA	El Cariso	5M00D7W	71	WQLW718	WQLW779
RANGER PEAK	Joshua Tree	5M00D7W	72	WQMH394	WQMH388

BOS Agenda/Date \_\_\_\_\_ and SSJ# \_\_\_\_\_ Page 32 of 34  
 Form #116-310 - Dated: 2/01/2016

Contract ID # PEARC-20827-004-06/26

WINCHESTER	Homeland	5M00D7W	73	WQLW808	WQLW805
MEAD VALLEY	Leona	5M00D7W	74	WQLV902	WQMD579
WILEY'S WELL	Corn Springs	5M00D7W	75	WQLU710	WQLU801
HIDDEN VALLEY	Quail Mesa	5M00D7W	76	WQLU787	WQP8856
	Vidal Junction	5M00D7W	77	WQLU787	WQLU810
RICE	Iron Mountain	5M00D7W	78	WQLU794	WQLU781
	Vidal Junction	5M00D7W	79	WQLU794	WQLU810
ROAD 177	Corn Spring	5M00D7W	80	WQLU928	WQLU801
CORN SPRINGS	Black Eagle	5M00D7W	81	WQLU801	WQLU798
BUENA VISTA	Beacon Hill	5M00D7W	82	WQLV910	WQLV915
ARLINGTON	Riverside PD	2M50D7W	83	WQLV916	WQVW480
BEACON HILL	Corona PD	2M50D7W	84	TBD	TBD

Contract ID # PEARC-20827-004-06/26

**EXHIBIT B  
PAYMENT PROVISIONS**

**B1 – MDR8000 System Payment provisions years 1-5:**

Product/Service Type - Years 1-5	Pre-Paid Annually					Ordering Instructions
	Year 1	Year 2	Year 3	Year 4	Year 5	
(84) hops MDR8000 TS Gold	\$17,579.52	\$17,579.52	\$17,579.52	\$17,579.52	\$17,579.52	301090767
(84) hops HS MDR8000 Std Repair 45 days	\$109,197.48	\$109,197.48	\$109,197.48	\$109,197.48	\$109,197.48	301090775
	\$126,777.00	\$126,777.00	\$126,777.00	\$126,777.00	\$126,777.00	

**B2 – MDR8000 System Payment provisions for years 6-10:**

Product/Service Type - Years 6-10	Pre-Paid Annually					Ordering Instructions
	Year 6	Year 7	Year 8	Year 9	Year 10	
(84) hops MDR8000 TS Gold	\$17,579.52	\$17,579.52	\$17,579.52	\$17,579.52	\$17,579.52	301090767
(84) hops HS MDR8000 Std Repair 45 days	\$109,197.48	\$109,197.48	\$109,197.48	\$109,197.48	\$109,197.48	301090775
	\$126,777.00	\$126,777.00	\$126,777.00	\$126,777.00	\$126,777.00	Total Support \$1,267,777.00

**B3 - Pricing Notes:** Reference quote number 15.US.596384.02 on County's purchase orders for annual support and repair service for the MDR8000 system.

**B4 – Prorate formula in the event of deletion of hops:**

Product/Service Type	Path Qty	Per Hop Annual Price
MDR8000 TS Gold	84	\$209.28
HS MDR8000 Std Repair 45 days	84	\$1,299.97

**B4.1** Subject to the County's notification to Contractor of the deletion of hops, the annual cost for the following year will be decreased based on the number of hops deleted from the system during the previous year. Deletion of a hop or hops will result in a credit to be used in the reduction of the following years annual cost.