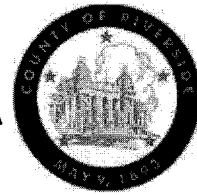


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.19
(ID # 6200)

MEETING DATE:

Tuesday, January 23, 2018

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Public Safety Enterprise Communication (PSEC) Use Agreement with California Baptist University (CBU) #14-017, District 1 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached four-year Use Agreement between the County of Riverside and California Baptist University (CBU) and authorize the Chairman of the Board to sign on behalf of the County; and
2. Authorize the Chief Information Officer, or designee, and Chairman of the PSEC Steering Committee to sign operational amendments that neither alter rates/charges or make changes to the substantive terms of the attached Use Agreement, as approved by County Counsel; and
3. Approve and authorize the Chief Information Officer, or designee, and Chairman of the PSEC Steering Committee to sign Use Agreements, substantially in the form of the attached Use Agreement and as approved by County Counsel, with private entities or press entities serving the public interest, if there is no cost to the County and subscriber-paid fees to not exceed \$10,000 per fiscal year and sign operational amendments that neither alter rates/charges not make changes to the substantive terms of such use agreements, as approved by County Counsel.

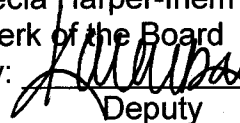
ACTION:


Jim Smith, Chief Technology Officer 1/16/2018

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, Perez and Ashley
Nays: None
Absent: None
Date: January 23, 2018
xc: RCIT

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ (1,531)	\$ (1,593)	\$ (3,123)	\$ (1,593)
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: California Baptist University (CBU)			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

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

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

Through this agreement, CBU will have the ability to monitor Riverside Police Department (RPD) communications. PSEC will program 4 radios for CBU and will activate them on the interoperability network. CBU will reimburse PSEC \$867.19 for programming services. CBU will only have the ability to monitor and not transmit on the PSEC System and, as such, will pay the Emergency monthly rate of \$33.17 per radio.

Impact on Residents and Businesses

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

Attachments

PSEC Use Agreement for the California Baptist University (CBU)



Chad Ashbaugh, Chairman of the PSEC Steering Committee

1/16/2018



Gregory V. Priamos, Director County Counsel

1/16/2018

BOYDD, April

From: Vazquez, Gustavo
Sent: Thursday, November 16, 2017 3:57 PM
To: Real, Marissa
Subject: FW: California Baptist University Use Agreement approval

We have unanimous approval from Steering Committee. Please proceed to next step.

Regards,

Gus Vazquez

ITM III
Public Safety Enterprise Communications (PSEC)
Office: (951) 955-0563
Cell: (951) 203-8298
Fax: (951) 955-0603
Email: guvazquez@rivco.org



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From: Ashbaugh, Chet@CALFIRE [mailto:Chet.Ashbaugh@fire.ca.gov]
Sent: Thursday, November 16, 2017 2:44 PM
To: Lederman, Jeff; DelGiudice, Joseph; Chand, Ivan; Vrooman, Dennis; Sargent, Jennifer; Vest, Kevin; Rogers, Dave
Cc: McGee, Andrew; Wolfe, Brian; Vazquez, Gustavo; Mann, Vanna
Subject: RE: California Baptist University Use Agreement approval

Good afternoon – With my “for” vote, we have received unanimous approval for this item.

Thank you all very much,

Chet

From: Ashbaugh, Chet@CALFIRE
Sent: Tuesday, November 14, 2017 2:41 PM
To: 'Lederman, Jeff' <JLederman@RivCoDA.org>; DelGiudice, Joseph <JDelGiudice@RivCoDA.org>; Chand, Ivan <Ichand@RIVCO.ORG>; Vrooman, Dennis <dvrooman@murrieta.org>; Sargent, Jennifer <jsargent@RIVCO.ORG>; Vest, Kevin <KVest@RIVERSIDESHERIFF.ORG>; Rogers, Dave <DaveRogers@rivco.org>
Cc: McGee, Andrew@CALFIRE <Andrew.McGee@fire.ca.gov>; Wolfe, Brian (bmwolfe@riversidesheriff.org)

<bmwolfe@riversidesheriff.org>; Vazquez, Gustavo (GUVazquez@RIVCO.ORG) <GUVazquez@RIVCO.ORG>; Vanna Mann <Vanna.Mann@rivcoit.org>

Subject: FW: California Baptist University Use Agreement approval

Good Morning Steering Committee Members and Alternates.

I am requesting an email vote as allowed by Governance Charter amendment no. 1 on the following item. Approve the attached PSEC use agreement for California Baptist University. Please note that the PSEC Governance Charter is included in the agreement.

We are requesting that each Member review that attached agreement and cast a vote "for" or "against" by specifying that vote in a reply-all email. In the event an alternate is aware that the member will be unavailable, I ask that the alternate please indicate their knowledge of the absence and vote in place of the member. If any member does not consent to the email vote and wishes to instead have a special meeting called to address this matter, please indicate so. If this option is used, we will immediately halt the email vote and call for a special meeting.

This agreement was reviewed by the PSEC Cost and Governance Work Group and forwarded to the Chair with a recommendation of approval as per the email below.

Thank you,

Chet

From: Wolfe, Brian [mailto:bmwolfe@riversidesheriff.org]
Sent: Tuesday, October 31, 2017 2:43 PM
To: Ashbaugh, Chet@CALFIRE <Chet.Ashbaugh@fire.ca.gov>
Subject: California Baptist University Use Agreement approval

Chet,

Please accept the attached use agreement with California Baptist University. The CGWG has voted to approve this agreement and is submitting it to the Steering Committee for approval. This agreement includes \$867.19 of initial setup (one-time) costs and \$132.68 recurring costs billable to the customer. There is no net county cost. This use agreement will be reviewed and approved by County Counsel after approval is obtained from the Steering Committee.

The Riverside County Board of Supervisors minute order 3.25 (4/18/17) authorizes the Steering Committee chair and CIO to jointly sign county counsel approved use agreements with public agencies serving the public interest if there is no cost to the county and subscriber fees paid to the county do not exceed \$10,000 per fiscal year.

Thank you,

Brian Wolfe
RSO/PSEC
D: 951-955-0572

Abstract:

California Baptist University (CBU) is requesting to have receive only access to Riverside Police Department (RPD) talk groups only. They will NOT be utilizing the PSEC system on a day to day basis to transmit, they will have receive only access. The Use Agreement is for PSEC staff services to develop a code plug that will be

utilized to program CBU subscribers. Additionally, services are included to activate subscribers on the PSEC system. CBU will pay the 'Part-time User' rate of \$33.17 per radio.
Use Agreement is effective: October 2017 thru September 2021



PSEC Use Agreement for the
California Baptist University (CBU)

Effective Date: January 23, 2018

End Date: January 22, 2022

JAN 23 2018 3.19

PSEC USE AGREEMENT

This Use Agreement (“Agreement”) shall be effective as of January 23, 2018 by and between the County of Riverside (“COUNTY”) and California Baptist University (“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. AGENCYs use of the PSEC System must always be in compliance with the terms of this Agreement and must never hinder the functionality or operation of the PSEC System.

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

Authority:

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

Period of Performance:

The initial term of this Agreement shall be for a period of forty-eight (48) months commencing January 23, 2018 through January 22, 2022.

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

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

Board Approved Rates:

PSEC System rates are reviewed and approved annually by the County Board of Supervisors, with changes taking effect automatically on July 1 of each year. On July 1 of every year, the rates for PSEC System use and maintenance under this Agreement will automatically adjust based upon these new rates, in accordance with PSEC RATE GUIDE as Attachment PRG and incorporated herein.

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

Termination:

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

Termination by Agency: This Agreement may be terminated by AGENCY effective only on the specific date of June 30 in any calendar year 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, 2018, then the earliest effective date the Agreement may be terminated is June 30, 2020.

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	California Baptist University (CBU)
PSEC	Leon Phillips, Director of Department of Public Safety
7195 Alessandro Blvd., Suite A	8432 Magnolia Avenue
Riverside, CA 92506	Riverside, CA 92504
(951) 955-0561	(951) 343-4679
	Lphillips@calbaptist.edu

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 – 1 Page
- Attachment SOP Standard Operating Procedure – 1 Page
- Attachment AEF Additional Equipment Fees – 1 Page
- Attachment SSM Support and Maintenance – 1 Page
- Attachment PRG PSEC Rate Guide – 2 Pages
- Attachment SPV Special Provisions – 1 Page
- Attachment APE Approved Equipment – 1 Page
- Attachment DFN Definitions – 1 Page
- Exhibit A Public Safety Enterprise Communication Governance Charter – 8 Pages
- Exhibit B Authorization for use of Riverside County Public Safety Agency
Talkgroups (TGUA)

AGREED:

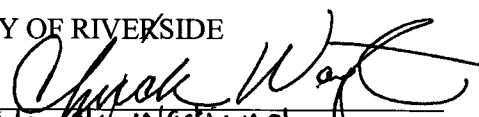
CALIFORNIA BAPTIST UNIVERSITY (CBU)

By: 

Name and title: Leon Phillips, Director of Public Safety

Dated: 1/11/18

COUNTY OF RIVERSIDE

By: 

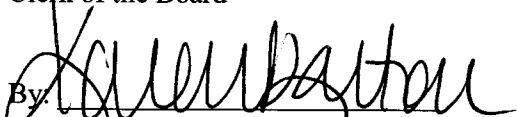
Name and title: Chairman, Board of Supervisors

Dated: JAN 23 2018

FORM APPROVED COUNTY COUNSEL
BY:  1/16/18
THOMAS OH DATE

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

Attachment SOW
STATEMENT OF WORK

PSEC Use Agreement

Attachment SOW

STATEMENT OF WORK (Page 1 of 1)

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

This Agreement is for monitoring of authorized talk group purposes only.

- Only authorized talk groups listed in Exhibit B (TGUA) will be monitored
- All programming and maintenance will be performed as stated in Attachment SSM.
- Radios will be programmed to receive only and will not transmit.
- COUNTY reserves the right to access the unit remotely at any time.
- Radio may be disabled in the event of, but not limited to, theft, violation of the Agreement, dissolution of the Agreement or safety considerations. COUNTY is not required to reimburse AGENCY for the costs associated with the purchase of the radio in the event the radio is disabled.

AGENCY represents by entering into this Agreement that 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 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



Attachment SOP
STANDARD OPERATING PROCEDURE

PSEC Use Agreement

Attachment SOP

STANDARD OPERATING PROCEDURE

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

Subscriber repair provided during normal business hours at one of the three COUNTY 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.

1. 24 hour Service is not included as part of this Agreement.
2. All Motorola radio components are covered, including portable and mobile radios and control heads, radio antenna components and coax cables, mobile radio control and power cables, mobile radio microphones and cords, and mobile radio speakers.
3. Monthly subscriber rate covers only repairs consistent with normal wear and proper operation/installation. All other repairs will be billed at the Time and Material Rate.
 - If an item is deemed beyond economical repair it will be returned to the Agency. If radios are owned by COUNTY, then COUNTY will surplus the equipment and Agency will be responsible for cost of replacement.
 - If warranty is in place this will be taken into consideration.
 - Shipping and handling fees will be billed to Agency at actual cost.
 - Excludes physical and liquid damages, loss, and theft.
 - Excludes changes to initial code plugs.
 - Excludes service for: accessories, attachments, portable microphones, headsets and related equipment, public address (PA) components, and batteries.
 - Excludes initial backbone fleet mapping and programming.
4. On-site field service for consolette or control stations available within one business day.
5. Drive-in service for mobile radios available during normal business hours on first come first served basis.
6. Drop-off service for portables and mobiles during normal business hours.

Agency Initials LP

- COUNTY does not keep cache spares. Agency should have spares in in the event that equipment cannot be repaired in shop and may need to be shipped back and there is a prolonged waiting period for factory repair.
7. Encryption key will be changed quarterly by COUNTY.
 8. All radios purchased will require an Advanced System Key (ASK) feature. This includes Motorola, Harris, EF Johnson and any others.
 - All radios purchased to operate on PSEC System must have hardware system key enabled and COUNTY will be the keeper of that key.
 - All radio types and/or manufacturers must be approved to come on the PSEC System by COUNTY prior to purchase.
 - Only COUNTY employees are allowed to program radios on the PSEC System.
 9. If radio is lost or stolen contact COUNTY immediately, contact information listed in Section 2.

Agency Initials CP

Attachment AEF
ADDITIONAL EQUIPMENT FEES

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

1. Agency to contact County representative via email to submit a request for additional equipment:
 - Marissa Real
mreal@rivcoit.org
2. Additional equipment purchases are any equipment purchases/orders/added after the signing of the Agreement.
3. Additional equipment purchases are available through COUNTY.
4. Setup services are billed at the approved Time and Material Rates in accordance with Attachment PRG. The following installation services are subject to additional fees:
 - Engraving radio ID and asset information onto radio, alignment, installation, programming, and testing of radio billed at *Radio Technician Expert Time* rate.
 - Additional material used for installation of mobile radios will be billed at cost. Examples: antenna, cable, screws, wire, or other miscellaneous hardware needed.
 - Code plug creation if needed, activating radio for use on the System, and activating encryption billed at *Radio Engineering Expert Time* rate.
 - Any Agency driven changes or modifications will be billed at *Radio Technician and/or Radio Engineer Expert Time* rate depending on change.
5. Additional equipment purchases and setup fees will be invoiced separately from monthly fees.

Agency Initials

LP

Attachment SSM
SUPPORT AND MAINTENANCE

PSEC Use Agreement
Attachment SSM
SUPPORT AND MAINTENANCE

Not Included:

- Custom Agency equipment
 - All non-standard equipment, unless otherwise stated
 - Items not listed are not included
1. AGENCY will maintain their fleet of subscriber equipment. COUNTY will assist in the initial creation of templates for each of the radios if requested.
 2. Any changes to code plugs shall be approved by COUNTY.
 3. AGENCY and COUNTY will coordinate all upgrades of subscribers (portable and mobile) prior to AGENCY action.
 4. AGENCY and COUNTY will coordinate all firmware and software changes prior to actual action.
 5. AGENCY will align radios in accordance with factory guidelines and specifications.
 6. AGENCY must maintain an updated database of subscriber firmware and software changes.

Agency Initials CP

Attachment PRG
PSEC RATE GUIDE

Attachment PRG (Page 1 of 2)

PSEC RATE GUIDE

PUBLIC SAFETY ENTERPRISE COMMUNICATIONS

FY 17/18 Riverside County PSEC Rate Guide

SERVICE DESCRIPTION	DEFINITION	FY 17/18 RATE	FY 16/17 RATE	UNIT	BUDGET ACCOUNT	ACCOUNT DESCRIPTION
Dem						
Modem - HPD	HPD: High Performance Data Radio	\$ 187.49	\$168.56	Per Modem per Month	520220	County Radio Systems
Console						
BDA	Monthly maintenance charge for BDA	\$ -	\$205.48	Per Month	520220	County Radio Systems
Device - Consolette	Monthly maintenance charge for consolette	\$ 196.99	\$205.48	Per Device per Month	520220	County Radio Systems
Device - Console	Monthly maintenance charge for consoles	\$ 196.99	\$205.48	Per Device per Month	520220	County Radio Systems
Subscriber						
Device - Emergency radio	Monthly charges for emergency radio use	\$ 33.17	34.66	Per Handheld per Month	520220	County Radio Systems
Device - Mobile radio	Monthly charges for the based radio unit	\$ 196.99	\$205.48	Per Handheld per Month	520220	County Radio Systems
Device - Portable radio	Monthly charges for the based radio unit	\$ 196.99	\$205.48	Per Device per Month	520220	County Radio Systems
Vehicle						
Vehicle Repairs	Material and Shipping	Actual Cost (Shipping & Materials)			521500	Maint-Motor Vehicle
Technician						
Technician Expert Time (during business hours)	Hourly shop and field radio, infrastructure, and microwave repair rate	\$ 65.59	\$62.93	Per Hour	521500	Maint-Motor Vehicle
Technician Expert Time (after business hours)	After hours (overtime) shop and field radio, infrastructure, and microwave repair rate	\$ 73.13	\$72.82	Per Hour	521500	Maint-Motor Vehicle
Microwave and Site						
Rack	Set rate for monthly full rack mount charge	\$ 409.01	\$656.71	Per Month	520280	Microwave
Half Rack	Set rate for monthly half rack mount charge	\$ 204.51	\$328.36	Per Month	520280	Microwave
Floor Space	Set rate for monthly square footage charge excluding rack space	\$ 409.01	\$656.71	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	\$ 14.90	\$17.52	Per mile per month	520280	Microwave
Mile-Analog	Monthly charge per analog circuit mile for microwave transmission	\$ 0.94	\$1.07	Per mile per month	520280	Microwave
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	N/A	Per application	523220	Licenses And Permits
Technology Engineering						
Engineering Expert Time	Hourly rate to design, implement and/or maintain radio communication networks and infrastructure of Countywide Communication facilities	\$ 101.17	\$87.86	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	\$ 108.61	\$96.88	Per Hour	524820	Engineering Services

Agency Initials LP

PSEC Use Agreement

Attachment PRG (Page 2 of 2)

INITIAL SET UP AND RECURRING COSTS

INITIAL SET UP COSTS					
Service	Duration		Rate Description	Hourly Rate	Total Estimated Cost
Subscriber Programming as needed for (4) Radios	2	hours	Radio Technician Expert Time	\$65.59	\$131.18
Code plug Creation and Subscriber Activation for (4) Radios	1	hours	Radio Engineering Expert Time	\$101.17	\$101.17
Licensing Fee \$14 per Subscriber	4	Each	Licensing Fee	N/A	\$56.00
Administrative Fee	n/a		Creation of User Agreement and County Counsel Legal Fees	N/A	\$500.00
**Total One-Time Charges					\$788.35
10% Contingency					\$78.84
Total					\$867.19

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

RECURRING COSTS

Service	QTY	Monthly Subscriber Rate	Total Monthly Cost
California Baptist University (CBU) monthly Subscriber rate - July 1, 2017 – June 30, 2018	4	\$33.17	\$132.68

Agency Initials LP

Attachment SPV
SPECIAL PROVISIONS

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

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

Agency Initials CB

Attachment APE
APPROVED EQUIPMENT

PSEC Use Agreement**Attachment APE****APPROVED EQUIPMENT**

The following equipment has been approved by COUNTY 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 PSEC System.

Although the PSEC System allows other manufacturer subscribers, the COUNTY is not responsible for any issues encountered by the AGENCY 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 and COUNTY approval.

Agency Initials LP

Attachment DFN
DEFINITIONS

PSEC Use Agreement

Attachment DFN

DEFINITIONS

- **Equipment** – Any PSEC System user equipment including mobiles, portables, consolettes, and consoles.
- **Licensing Fee – Motorola charge for adding subscribers ID's to the system**
- **MCC7500** – Motorola Astro 25 Console
- **PSEC** – Public Safety Enterprise Communications
- **Subscriber** – The PSEC System radios, including mobiles, consolettes and portables.
- **Time and Material Rate(s)** – Board approved rate at which COUNTY bills AGENCY.

Exhibit A
GOVERNANCE CHARTER

Public Safety Enterprise Communication System

Governance Charter

Adopted by the PSEC Steering Committee on March 10, 2015

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**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

**Public Safety Enterprise Communication System
Governance Charter**

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

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

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.

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Priority Four-Non-Public Safety: Regular

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

Priority Five-Non-Public Safety: Special Event

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

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

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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.

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.

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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.

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.

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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.

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.

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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

Authorization for use of Riverside County Public Safety Agency Talkgroups (TGUA)

AUTHORIZATION FOR USE OF RIVERSIDE COUNTY PUBLIC SAFETY AGENCY TALKGROUPS (TGUA)

Requesting Agency Name (Co-operator) California Baptist University Security	Address, City, State, Zip Code 8432 Magnolia Av, Riverside, CA
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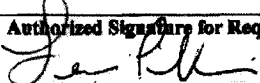
Requesting Agency FCC Call Sign: Reference PSEC and NW Cell

Talkgroups which Riverside County agency authorizes for use by requesting agency:

Talkgroup Name	TGID	Secure/Clear?	CKR	LOCATION / PRIMARY USE
RPD-1		Secure	352	Primary Dispatch (South End Split City Dispatch)
RPD-3		Secure	352	North End Primary Dispatch (Split City)
RPD-4		Secure	352	Car to Car
RPD-5		Secure	352	Event Channel

Attach additional TGUA forms when the number of authorized TG's exceeds the number of lines on the table above. Page of .


Number of Radios Authorized: Mobile 4 Portable Aircraft

Authorized Signature for Requesting Agency: 	Title: Assistant Director Department of Public Safety	Date: 8/10/17
Phone Number: 951-343-4323 (w) 951 905-2850 (c)		Email: lphillips@calbaptist.edu

Permission is hereby authorized for the use of the following Public Safety Agency Talkgroups during joint operations for communications as listed below. Any unauthorized operations shall be grounds for revocation of this authorization.

Specific use notes/conditions (Continue on other page if necessary):

SUBSCRIBER DEVICES PERMITTED IN LISTEN ONLY, NO TRANSMIT

Authorizing Agency : City of Riverside Police Department		
Authorized Signature 	Title: Police Communications Systems Analyst	Date: May 30, 2017
Phone Number: (951) 353 - 7270		Email : spowell@riversideca.gov