

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



ITEM
3.24
(ID # 9969)

MEETING DATE:

Tuesday, June 18, 2019


FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY – PSEC: Approve the Public Safety Enterprise Communication (PSEC) Use Agreement with Riverside Community College District Police Department (RCC) #18-021, District 1. [Total Revenue - \$103,385.48 - 100% - Riverside Community College District]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Use Agreement with Riverside Community College District Police Department (RCC);
2. Authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County;
3. Authorize the Chief Information Officer, or their designee to sign County Counsel-approved operational amendments that do not alter rates/charges or make significant changes to the Use Agreement; and
4. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to Riverside County Information Technology for distribution.

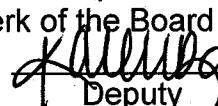
ACTION:Policy


Dave Rogers, CIO 6/3/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 18, 2019
xc: RCIT

Kecia Harper
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 Revenue:	Ongoing Revenue:
REVENUE	\$ 0	\$ 103,385.48	\$ 103,385.48	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Riverside Community College District			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In January of 2014, the Public Safety Enterprise Communication (PSEC) System became operational to meet the communication needs of our public safety and public service agencies. The PSEC system is a voice and data network of 71 radio sites that provides 90% voice coverage within Riverside County.

The Sheriff and Fire Departments were the earliest users of the PSEC system. 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 to enable interoperability among all city and county public safety entities and allow for a coordinated response in the event of a multi-jurisdictional emergency or disaster. This has been a great achievement for Riverside County and its city partners within the county's geographic boundaries.

Since the implementation in January 2014, the City of Banning, Murrieta, Riverside, and Corona Police Departments, as well as, the University of California, Riverside and Val Verde Police Departments have joined the PSEC radio system.

Riverside Community College District Police Department (RCC) has expressed interest to join the PSEC system on a full-time basis with 44 users. PSEC will program and activate 44 radios on the PSEC system network for RCC. RCC will reimburse PSEC \$6,581.96 (one-time cost) for programming services and a monthly device rate of \$183.34 per portable and mobile radio for a total cost of \$103,385.48 for FY 19/20.

Staff recommends Board approval of the PSEC Use Agreement with Riverside Community College District Police Department.

Impact on Residents and Businesses

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

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

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

ATTACHMENTS:

PSEC Use Agreement with Riverside Community College District Police Department


Venus Brambila

6/12/2019


Gregory V. Priaplos, Director County Counsel

6/5/2019



PSEC Use Agreement for
Riverside Community College District Police Department

Effective Date: July 1, 2019

End Date: June 30, 2020

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PSEC USE AGREEMENT

I. TERMS AND CONDITIONS

This Use Agreement ("Agreement") shall be effective as of July 1, 2019 by and between the County of Riverside ("COUNTY") and the Riverside Community College District Police Department ("AGENCY").

The following terms shall apply:

WHEREAS, COUNTY operates, manages and maintains the Public Safety Enterprise Communication System ("PSEC System") and all equipment used to communicate on the PSEC System;

WHEREAS, Agency desires to use the PSEC System, in compliance with the terms of this Agreement, without ever hindering the functionality or operation of the PSEC System; and

WHEREAS, COUNTY is willing to permit Agency to use the PSEC System on behalf of its police department, so long as 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.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and AGENCY agree as follows:

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. AGENCY agrees and acknowledges that AGENCY shall always be in compliance with the terms of this Agreement and never hinder the functionality or operation of the PSEC System. Users of the PSEC system will abide by the direction/guidance provided by the PSEC Steering Committee. 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. The full PSEC Governance Charter is available upon request.

Period of Performance:

The initial term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2020. AGENCY shall have the option to renew for an additional five (5) years, renewable in one-year increments by written amendment only, by giving County written notice of its election to extend the Agreement term at least ninety (90) days prior to the expiration of the then-current performance period.

Any holding over by AGENCY after termination or expiration of the Agreement, without exercising a written option to extend, shall at the discretion of the County result in an extension of this Agreement on a

month to month basis. For the duration of the month to month extension, AGENCY will be charged the Board approved rates for the given fiscal year.

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 Riverside County PSEC Rate Guide (section VII) and incorporated herein.

COUNTY shall invoice AGENCY each month for services rendered. The payment shall be due 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 with at least thirty (30) days’ prior written notice, and said termination shall be effective only on the specific date of June 30 in any calendar year.

County’s Representative:

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

Notices:

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

<u>COUNTY:</u>	<u>AGENCY</u>
County of Riverside, PSEC	Riverside Community College District Police Department
Gustavo Vazquez, ITM III	Colleen Walker, Interim District Police Chief
7195 Alessandro Blvd., Suite A	4800 Magnolia Avenue
Riverside, CA 92506	Riverside, CA 92506
(951) 955-0561	(951) 222-8586

General:

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

II. STANDARD OPERATING ITEMS

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

1. Drop off service for portable and mobile radios is available during normal business hours on appointment basis only. Radio shop contact information is listed above.
2. Encryption key may be changed by COUNTY when required.
3. If radio is lost or stolen contact COUNTY radio shop immediately, contact information listed above.

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

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

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

COUNTY does not keep cache spares. AGENCY should have spares in the event equipment cannot be repaired in shop and may need to be shipped back and/or there is a prolonged waiting period for factory repair.

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.

III. ADDITIONAL EQUIPMENT PURCHASES AND FEES

Additional equipment purchases are considered any equipment purchases/orders/added after the signing of the Agreement.

AGENCY to contact COUNTY representative via email to submit a request for additional equipment purchases: Alejandra Robles: ARobles@rivco.org

Initial mandatory setup services are billed at the approved time and material rates in accordance with Section VI. INITIAL SET UP COSTS and PSEC BOARD APPROVED RATES. The following installation services are subject to additional fees:

- Engraving radio ID and asset information onto radio, installation, programming, and testing of radio billed at *Radio Technician Expert Time* rate.
- Codeplug creation, activating radio for use on the System, and activating encryption is billed at *Radio Technician* and/or *Radio Engineering Expert Time* rate.

Any future AGENCY requested changes or modifications will be billed at *Radio Technician and/or Radio Engineer Expert Time* rate depending on change.

Additional equipment purchases, the initial mandatory setup fee and future AGENCY requested changes are not included in the monthly subscriber rate and will be invoiced separately.

IV. SUPPORT AND MAINTENANCE

1. COUNTY maintenance and support of AGENCY's fleet of subscriber equipment will include the services listed below as part of the monthly subscriber rate paid on monthly basis to the COUNTY. Time and material will apply for damages above normal wear and tear.

The following Annual Service Preventive Maintenance is included as part of the monthly subscriber rate:

- Testing to ensure radio works correctly
- Software upgrades
- Firmware upgrades
- Code plug updates
- Service monitor radio test and alignment
- System & audio check
- PSEC System affiliation and voice check
- Radio repairs*

2. Any changes to codeplugs shall be approved by COUNTY.

3. AGENCY and COUNTY will coordinate all firmware and software upgrades of subscribers (portable and mobile) prior to AGENCY action.
4. The COUNTY utilizes over-the-air tools to evaluate whether radios operating on the system are doing so within their factory rated specifications. Subscribers that operate outside of the factory specification tolerance can cause interference and degrade audio quality performance on the radio system. The COUNTY will notify the AGENCY of radios that are performing outside of their factory rated specifications and the AGENCY will be required to perform the preventive maintenance/repairs on those radios to return them to their proper condition. If subscribers are not realigned to factory specifications within 30 days of a County provided written notice, the COUNTY then reserves the right to remove the subscriber from operation.
5. AGENCY must maintain an updated record of subscriber firmware and software changes.

*Note: If parts are needed as part of the repair, all parts will be billable.

User damage is not covered under this Agreement.

Items not listed as covered under this Agreement will be subject to additional cost on a time and material basis per Board approved rates.

V. 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 after-hours service, that service will be billed at a time and material rate in accordance with section VI. COSTS and PSEC BOARD APPROVED RATES.

The service request process will be defined in further detail post execution of this Use Agreement.

VI. INITIAL SET UP COSTS AND PSEC BOARD APPROVED RATES

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

Cost Estimate to join PSEC Radio System for Riverside Community College District Police Department					
Number of Portable Users being added to PSEC System					34
Number of Mobile Users being added to PSEC System					10
FY 17/18 Monthly Rate per User					\$183.34
Function and Activities	Rate Description	Rate	Estimated Labor Time	Qty	Total
Engineering Fleetmap Development	Engineering Expert Time	\$101.27	2 Hours	2	\$202.54
Provisioning Manager/KMF/AJNS Time for putting units into ALL Systems	Engineering Expert Time	\$101.27	15 mins per radio	11	\$1,113.97
Provisioning Manager Licensing Fee per User	License Fee	\$14.00	N/A	23	\$322.00
Radio Technician Code Plug Development	Technician Expert Time	\$65.59	40 hours	40	\$2,623.60
Radio Technician Program and Engrave Radios	Technician Expert Time	\$65.59	15 mins per radio	11	\$721.49
* Green rows are rounded up to the full hour Contingency 10%					\$598.36
Total One-Time Cost					\$5,983.60
Total One-Time Cost with Contingency					\$6,581.96
Monthly Recurring Cost					\$8,066.96

PUBLIC SAFETY ENTERPRISE COMMUNICATIONS
FY 18/19 Riverside County PSEC Rate Guide

SERVICE DESCRIPTION	DEFINITION	FY 17/18 RATE	FY 18/19 RATE	UNIT	BUDGET ACCOUNT	ACCOUNT DESCRIPTION
Data						
Modem - HPD	HPD: High Performance Data Radio	\$187.49	\$187.49	Per Modem per Month	520220	County Radio Systems
Console						
Device - Consolette	Monthly maintenance charge for consolette	\$196.99	\$196.99	Per Device per Month	520220	County Radio Systems
Device - Console	Monthly maintenance charge for consoles	\$196.99	\$196.99	Per Device per Month	520220	County Radio Systems
Subscriber						
Device - Emergency radio	Monthly charges for emergency radio use	33.17	33.17	Per Handheld per Month	520220	County Radio Systems
Device - Mobile radio	Monthly charges for the based radio unit	\$196.99	\$196.99	Per Handheld per Month	520220	County Radio Systems
Device - Portable radio	Monthly charges for the based radio unit	\$196.99	\$196.99	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	\$65.59	Per Hour	520220	Technician Services
Technician Expert Time (after business hours)	After hours (overtime) shop and field radio, infrastructure, and microwave repair rate	\$73.13	\$73.13	Per Hour	520220	Technician Services
Microwave and Site						
Rack	Set rate for monthly full rack mount charge	\$409.01	\$409.01	Per Month	520280	Microwave
Half Rack	Set rate for monthly half rack mount charge	\$204.51	\$204.51	Per Month	520280	Microwave
Floor Space	Set rate for monthly square footage charge excluding rack space	\$409.01	\$409.01	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	\$14.90	Per mile per month	520280	Microwave
Mile-Analog	Monthly charge per analog circuit mile for microwave transmission	\$0.94	\$0.94	Per mile per month	520280	Microwave
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	Actual Cost	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	\$101.17	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	\$108.61	Per Hour	524820	Engineering Services

VII. SPECIAL PROVISIONS

- On Call services are included for full-time users.
- If AGENCY wants to program their own radios they must sign the Advanced System Key (ASK) agreement.

- Other agencies requesting access to PSEC Radio System will require a separate Use Agreement between that agency and PSEC. No agency will enter into a separate agreement that provides access to the PSEC Radio System.
- AGENCY does not have the authority to program radio subscriber equipment for other agencies, including Federal agencies, without previous authorization from PSEC.
- This Agreement only authorizes devices that are APCO P25 Phase II TDMA (Time division multiple access) compliant. FDMA (frequency division multiple access) radios are not authorized on the PSEC Radio System.

VIII. APPROVED EQUIPMENT

The following equipment has been approved by COUNTY for use on the PSEC Radio 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
- Motorola APX Series 8000 Portables and Mobiles
- Harris XL-200 (Firmware Version R06E06)
- Harris Unity (Firmware version-XGPRO6K07 _XG100P) (No failsoft operation)
- Kenwood VP 6430
- Kenwood VP5430
- Kenwood NX5400

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

Although the COUNTY has evaluated the provided list of approved subscribers for System compatibility, the COUNTY is not responsible for any issues encountered by AGENCY with these subscribers that are deemed to be a manufacturer issue.

It is the responsibility of the AGENCY to test manufacturer subscribers, not included on the approved list, and obtain assurance from the manufacturer that their subscribers can operate on the PSEC Radio System per the

AGENCY's and COUNTY's requirements. AGENCY may request the COUNTY to test other manufacturer equipment to be used on the PSEC Radio System, these services will be billed at the Board approved rates.

IX. COVERAGE PERFORMANCE

The PSEC system provides extensive and robust coverage across Riverside County. However due to the nature of radio systems, coverage cannot be guaranteed for each and every single location within the County. Coverage performance also cannot be guaranteed within buildings. The AGENCY accepts the PSEC Radio System coverage as is.

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

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

AGREED:

RIVERSIDE COMMUNITY COLLEGE DISTRICT POLICE DEPARTMENT

By: [Signature] ON BEHALF OF

Name and title: Aaron S. Brown
Vice Chancellor,
Dated: 06/12/19 Business & Financial Services
Riverside Community College District

COUNTY OF RIVERSIDE

By: [Signature]

Name and title: KEVIN JEFFRIES CHAIRMAN, BOARD OF SUPERVISORS

Dated: JUN 18 2019

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

APPROVED AS TO FORM:

By: [Signature]
David McCarthy, Deputy County Counsel

Dated: 13 Jun 2019

Exhibit A
STATEMENT OF WORK

This Statement of Work between the AGENCY and COUNTY describes the duties of each of the parties. The AGENCY is requesting to join the PSEC Radio System as a full-time user with a total of 44 AGENCY owned radios, 34 portable and 10 mobiles. The AGENCY's area of operation will be covered by the Northwest cell. The coverage provided by the PSEC Radio System is "as is". This agreement does not provide any coverage guarantees. It is the responsibility of the AGENCY to test their area of operation and determine if it meets their needs prior to joining the PSEC Radio System.

COUNTY will develop the fleet map and code plug, activate the ID's on the network, and program the radios for AGENCY. These costs are listed in the Cost Estimate to Join PSEC Radio System for Riverside Community College District Police Department table in section VI. INITIAL SET UP COSTS AND PSEC BOARD APPROVED RATES of this Agreement.

Talkgroups

AGENCY will follow the COUNTY'S naming convention for talkgroup development. COUNTY will work in conjunction with AGENCY to develop the talkgroup structure for the AGENCY. COUNTY and AGENCY will jointly design and develop radio personalities for use on the PSEC system.

AGENCY represents by entering into this Agreement, that all 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 Responsibilities:

- COUNTY will hold the license for all master system key technologies and will provide child keys to AGENCY for radio programming. All subscribers (mobile, portable, and console) Logical Identification Numbers (LID) are defined and issued by the COUNTY. LID numbers are the intellectual property of the COUNTY and must be surrendered at termination of this agreement.
- COUNTY will engrave all portables and mobiles with PSEC Trunked radio unit IDs.

Agency Responsibilities:

- AGENCY agrees that all of their equipment conforms to the specifications of the PSEC system and will abide by all programming guidelines set forth.

- All subscriber equipment on the PSEC System must support system key technology that will allow only authorized persons to program subscriber radios on the system.
- 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.
- AGENCY is solely responsible for procuring all equipment and services related to their dispatching needs. COUNTY is not providing any service, equipment, or support related to dispatch services as part of this Agreement.