

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



ITEM: 3.19
(ID # 21123)

MEETING DATE:
Tuesday, March 07, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Delegation of Authority to the Chair of the Public Safety Enterprise Communications (PSEC) Steering Committee and the County Executive Office's (CEO) Delegate on the PSEC Steering Committee to Jointly Execute Multi-Year Use Agreements for PSEC Services up to \$500,000; Approval of the Form PSEC Use Agreement Templates, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chair of the Public Safety Enterprise Communications (PSEC) Steering Committee and the County Executive Office's (CEO) Delegate on the PSEC Steering Committee to jointly sign multi-year use agreements for PSEC services with public agencies serving the public interest in Riverside County, substantially conforming in form and substance to the attached PSEC use agreement templates, if there is no cost to the County subscriber fees paid to County and that do not exceed \$100,000 for each fiscal year, up to five (5) years per agency, as approved as to form by County Counsel; and
2. Approve the form of the attached PSEC Use Agreement templates for Full Time Use, Emergency Radio Use, Incentive Rate Use, and Interoperability Use for PSEC services.

ACTION:Policy


Matthew Jimenez 2/22/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 7, 2023
xc: Sheriff, PSEC, E.O.

Kimberly Rector
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BR: 23-067

Prev. Agn. Ref.: 8/24/21 3.29

BACKGROUND:

Summary

PSEC continues with its goal of becoming a regional system providing greater public safety through interoperability across all County law enforcement agencies. PSEC operations are governed by the PSEC Steering Committee for high level policy decisions and a Cost Governance Working Group for budget transparency. The Steering Committee's focus is bringing more users onto the system.

Since PSEC became operational in 2014, many of the County's cities have joined the PSEC System, further advancing the County's vision of creating a regional radio system. Today's action allows for the Chair of the PSEC Steering Committee and the County Executive Office's (CEO) Delegate on the PSEC Steering Committee, to jointly sign use agreements with public agencies serving the public interest in Riverside County for PSEC services, that do not exceed \$100,000 per fiscal year, up to five (5) years per agency, approved as to form by County Counsel to utilize the PSEC System. Approving this item will allow PSEC, under the Sheriff's Department, to continue to realize the County's vision and bring users onto the radio system by streamlining the efficiency of approving these user agreements. The agreements will conform with the Board-approved PSEC rates.

Additionally, the attached templates include necessary updates for subscribers joining the system, specifically using the Critical Connect System.

Impact on Residents and Businesses

The addition of users onto the PSEC system has a positive impact on their ability to serve the residents and businesses of the County with the greatest level of safety.

ATTACHMENTS:

- 1- PSEC Full Time Use Agreement Template
- 1- PSEC Emergency Radio Use Agreement Template

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

- 1- PSEC Incentive Rate Use Agreement Template
- 1- PSEC Interoperability Use Agreement Template

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

2/21/2023

Ronak Patel
Ronak Patel, Deputy County Counsel

2/6/2023



PSEC Use Agreement for
Interoperability Use with
XXXX

PSEC USE AGREEMENT FOR INTEROPERABILITY USE

This PSEC Use Agreement for Interoperability Use ("Agreement") shall be effective as of XXXX by and between the County of Riverside, a political subdivision of the State of California ("COUNTY"), and XXXX, (AGENCY"), collectively referred to herein as the "Parties."

RECITALS

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

WHEREAS, AGENCY desires to use the PSEC System, in compliance with the terms of this Agreement, without 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:

I. TERMS AND CONDITIONS

Authority:

The Riverside County Board of Supervisors (the "Board") 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 XXXX and expire on XXXX. This Agreement may be renewed in writing in one (1) five-year increment ("Renewal Term") and is subject to approval by the COUNTY's Board of Supervisors.

Any holding over by AGENCY after termination or expiration of the Agreement, without exercising a written option to extend, shall at the sole and absolute 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 Riverside 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 VI).

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 may terminate this Agreement without cause upon ninety (90) days written notice served upon AGENCY stating the extent and effective date of termination. Further, 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 to comply with the terms of this Agreement; or fails to comply with applicable law. AGENCY shall have thirty (30) days to cure any default, to the satisfaction of COUNTY, AGENCY's breach or default under this Agreement after written notice from the COUNTY.

Termination by AGENCY: This Agreement may be terminated by AGENCY without cause, provided that AGENCY has given at least ninety (90) days' prior written notice. Upon expiration or termination of this Agreement, all rights, licenses, consents and authorizations granted by COUNTY to AGENCY shall immediately terminate, and COUNTY may disable all access to the PSEC System.

County's Representative:

COUNTY appoints its Executive Office delegate on the PSEC Steering Committee and the PSEC Steering Committee Chair 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 Trish Byrd, PSEC Manager 7195 Alessandro Blvd. Riverside, CA 92506 (951) 955-1086	Agency Contact Information

General:

This Agreement contains all 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. STATEMENT OF WORK

This Statement of Work between the AGENCY and COUNTY will describe the duties of each of the Parties. The AGENCY will utilize AGENCY owned radios (qty XXX) on the PSEC System for interoperability with PSEC customers.

This PSEC Use Agreement is for services and to support Interoperability talkgroups on the PSEC System only. AGENCY will only use these talkgroups for Inter-Agency assistance and not day-to-day use. Day-to-day use will result in a full-time user rate adjustment.

County Responsibilities:

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

NOTE: With interoperability type use, no new talkgroups will be created for AGENCY.

- 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 (LID) Numbers 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 its 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.

III. 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 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.

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. 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.
3. Encryption key may be changed by COUNTY when required.
4. 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 the 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 by COUNTY to operate on the PSEC System prior to purchase.
5. If a radio is lost or stolen contact COUNTY radio shop immediately. Contact information is listed above.

IV. ADDITIONAL EQUIPMENT FEES

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

- Trish Byrd PByrd@riversidesheriff.org

V. SUPPORT AND MAINTENANCE

1. AGENCY will maintain their fleet of subscriber equipment.
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. AGENCY is responsible for aligning radios in accordance with factory guidelines and specifications. If requested the COUNTY can provide this service billed at *Radio Technician Expert Time* rate.
5. 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 thirty (30) days of a COUNTY provided written notice, the COUNTY then reserves the right to remove the subscriber from operation.
6. AGENCY must maintain an updated record of subscriber firmware and software changes.

VI. COST AND PSEC BOARD APPROVED RATES

SERVICE DESCRIPTION	DEFINITION	FY 22/23 RATE	UNIT
Subscriber			
Device - Emergency radio	Monthly charges for emergency radio use	\$29.23	Per Device per Month
Device - Holiday radio	Monthly charges for holiday rate radio use	Refer to Use Agreement	Per Device per Month
Device - Communication device	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$155.34	Per Device per Month
Device - Incentive radio	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$77.67	Per Device per Month
Vehicle			
Vehicle Repairs	Material and Shipping	Actual Cost (Shipping & Materials)	
Technician			
Technician Expert Time - REG (during business hours)	Technician Expert time (REG) to cover work done outside of PSEC Use Agreement	\$75.85	Per Hour
Technician Expert Time - OT (after business hours)	Technician Expert Overtime to cover work done outside of PSEC Use Agreement	\$82.37	Per Hour
Microwave and Site			
Rack	Set rate for monthly full rack mount charge	\$523.56	Per Month
Half Rack	Set rate for monthly half rack mount charge	\$261.78	Per Month
Floor Space	Set rate for monthly square footage charge excluding rack space	\$523.56	Per Month
Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$300.00	Position of the antenna per month
Antenna Mounted Middle	Set rate for monthly LMR antenna middle	\$600.00	Position of the antenna per month
Antenna Mounted Top	Set rate for monthly LMR antenna top	\$900.00	Position of the antenna per month
Mile-T1	Monthly charge per T1 circuit mile	\$13.74	Per mile per month
Mile-Analog	Monthly charge per analog circuit mile for microwave transmission	\$0.89	Per mile per month
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	Per application
Technology Engineering			
Engineering Expert Time - REG (during business hours)	Engineering Expert Time (REG) to cover work done outside of PSEC Use Agreement	\$118.34	Per Hour
Engineering Expert Time - OT (after business hours)	Engineering Expert Overtime to cover work done outside of PSEC Use Agreement	\$132.04	Per Hour

VII. SPECIAL PROVISIONS

- On Call services are not included for Interoperability users.
- If AGENCY wants to program their own radios, they must sign the Advanced System Key (ASK) Agreement.
- If AGENCY elects to have the COUNTY program their radios, all work will be billed at Board approved rates.
- Other agencies requesting access to the PSEC Radio System will require a separate use agreement between that agency and COUNTY. No agency will enter into any other agreement to access 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 COUNTY.
- 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/E Console (Revision 21.8.5)
- Motorola APX Console (Firmware 26.03.00)
- Motorola APX Series 4000 Portables (Firmware 26.03.00)
- Motorola APX Series 6000 Mobiles and Portables (Firmware 26.03.00)
- Motorola APX Series 7000 Mobiles and Portables (Firmware 26.03.00)
- Motorola APX Series 8000 Portables and Mobiles (Firmware 26.03.00)
- Harris XL-45 (Firmware Version R12H)
- Harris XL-95 (Firmware Version R12H)
- Harris XL-145 (Firmware Version R12H)
- Harris XL-200 (Firmware Version R12H)
- Harris Unity (Firmware version-XGPRO6K07_XG100P)
- Kenwood VP 6430 Firmware 8.34.16
- Kenwood VP5430 Firmware 8.34.16
- Kenwood NX5400 Firmware 8.34.16
- Kenwood VP 900 Firmware 8.34.16

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 PSEC 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.

X. ELECTRONIC/DIGITAL SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

XI. INDEMNIFICATION

AGENCY 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 access and/or use of the PSEC System by AGENCY, 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, death, or any other element of any kind or nature. AGENCY 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. With respect to any action or claim subject to indemnification herein by AGENCY, AGENCY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the

prior consent of the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes AGENCY's indemnification to Indemnitees as set forth herein.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

COUNTY:
COUNTY OF RIVERSIDE

AGENCY:
XXXX

By: _____
Name:
Title:

By: _____
Name:
Title:


Dated: _____

Dated: _____

By: _____
Name:
Title: PSEC Chair

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel



PSEC Use Agreement for
Full Time Incentive Rate Use
with XXXX

PSEC USE AGREEMENT FOR FULL TIME INCENTIVE RATE USE

This PSEC Use Agreement for Full Time Incentive Rate Use ("Agreement") is made and entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY"), and the XXXX ("AGENCY"), collectively "the Parties."

RECITALS

WHEREAS, COUNTY operates, manages and maintains the Public Safety Enterprise Communication System ("PSEC System") and all infrastructure equipment utilized to support "subscribers" on the PSEC System; Maintenance of subscriber equipment i.e. consoles, handheld radios, mobiles radios, cellular devices are not part of the subscriber monthly rate. If AGENCY chooses to utilize PSEC for maintenance, AGENCY will be required to enter into a separate agreement; and

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

WHEREAS, COUNTY is willing to grant AGENCY a limited license to access and use the PSEC System;

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

I. Use Granted

Subject to and conditioned on AGENCY's payment of the fees and compliance and performance in accordance with the terms and conditions of this Agreement, COUNTY grants to AGENCY and AGENCY hereby accepts a limited, nonexclusive, nontransferable, and non-assignable license (mobile or portable radios or dispatch console or cellular device) to access and use, solely during the terms, as defined in Exhibit C, Statement of Work, which is attached and incorporated herein by this reference, the PSEC System, at COUNTY's sole and absolute discretion. Subject to COUNTY's approval, AGENCY may choose to add additional subscribers to the system. Additional subscribers may impact the system's capacity thereby requiring the system to be expanded. Any system expansion costs incurred to support the additional subscribers will be billed to the AGENCY.

The County of Riverside Board of Supervisors (the "Board") retains ultimate legal and financial authority over the PSEC System; however, the Board, through the PSEC Charter, has delegated administrative, operational, and financial control to the PSEC Steering Committee. The PSEC Steering Committee provides governance and financial accountability. AGENCY agrees and acknowledges that AGENCY shall always comply 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 at all times. The full PSEC Governance Charter is available upon request.

II. Period of Performance

The initial term of this Agreement shall commence upon execution by both Parties and expire on XXXX (the “Initial Term”), unless earlier terminated. This Agreement may be renewed in writing in one (1) five-year increment (“Renewal Term”) and is subject to approval by the COUNTY’s Board of Supervisors. The rates payable by AGENCY during a Renewal Term is defined in Section III of this Agreement.

III. Payment

PSEC System rates are reviewed and approved annually by the Board, 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, which is attached as Exhibit A of this Agreement, and incorporated herein by this reference. Specific to the Communication device rate (per user rate), the Board of Supervisors (Minute Order 3.29, ID 12322) on May 19, 2020, approved an incentive program for net new users joining the PSEC System. This incentive program provides tiered percent discounts that are applied to the Board approved Communication device rate for the given year. AGENCY must pay the tiered percent/rate indicated in the year they sign and commit to the new Service Agreement. For example, if AGENCY enters into the Agreement with PSEC during FY22/23 (County fiscal year begins on July 1st of current year and ends on June 30th of the following year), it starts paying at 50% of the Board Approved Rate. AGENCY will pay the listed tiered percent/rate for each subsequent year of the Agreement until the program expires on June 30, 2025, wherein the AGENCY will pay the full Board approved rate for that year and all future years. The Onboarding Incentive (below) table details the tiered percent available for the approved term through FY24/25.

Fiscal year	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
Monthly Onboarding Percentage of the Board Approved Communication Device Rate Payable by AGENCY	0%	25%	50%	75%	100%

COUNTY shall invoice AGENCY each month for AGENCY's use of the PSEC System. Payment shall be due 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, a non-refundable late fee of three hundred dollars (\$300.00) shall apply.

IV. Termination

Termination by COUNTY: COUNTY may terminate this Agreement without cause upon ninety (90) days written notice served upon AGENCY stating the extent and effective date of termination. Further, 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 to comply with the terms of this Agreement; or fails to comply with applicable law. AGENCY shall have thirty (30) days to cure any default, to the satisfaction of COUNTY, AGENCY's breach or default under this Agreement after written notice from the COUNTY.

Termination by AGENCY: This Agreement may be terminated by AGENCY without cause, provided that AGENCY has given at least ninety (90) days' prior written notice. Upon expiration or termination of this Agreement, all rights, licenses, consents and authorizations granted by COUNTY to AGENCY shall immediately terminate, and COUNTY may disable all access to the PSEC System.

V. Restrictions

The Use granted herein is for AGENCY, and AGENCY only. AGENCY shall not permit any other individual or entity access to or use of the license except as expressly permitted in this Agreement. Specifically, AGENCY shall not:

- A. Enter into a separate agreement that provides any third-party access to the PSEC Radio System;
- B. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or make available in any manner or form any part of this license, or access to and/or use of the PSEC System;
- C. Access or use the PSEC System in any manner, or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of any information obtained through the PSEC System), or that violates any applicable law;
- D. Bypass any security device or protection used to access the PSEC System, or access the PSEC System through any means other than by valid access credentials;
- E. Damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the PSEC System, including but not limited to, interference with the COUNTY's access to or use of the PSEC System;

- F. Otherwise access or use the Services beyond the scope of the authorization granted under Section I of this Agreement.

VI. Indemnification

AGENCY 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 access and/or use of the PSEC System by AGENCY, 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, death, or any other element of any kind or nature. AGENCY 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. With respect to any action or claim subject to indemnification herein by AGENCY, AGENCY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes AGENCY's indemnification to Indemnitees as set forth herein.

VII. Coverage Performance

The PSEC System provides extensive and robust coverage across Riverside County. However due to the nature of radio systems (i.e. variation in geography, location in relation to PSEC radio sites, time dependent obstructions, radio performance and many other factors) coverage cannot be guaranteed for every location within the County. Coverage performance also cannot be guaranteed within buildings. AGENCY must perform radio tests of the system to verify their coverage needs will be met prior to onboarding onto the system. By onboarding onto the PSEC System, AGENCY chooses to accept the PSEC Radio System coverage as-is. If coverage expansion is requested by the AGENCY, any associated costs will be at the AGENCY's expense.

AGENCY subscribers using cellular devices on the Critical Connect System are subject to cellular coverage provided by a third-party cellular network provider. PSEC is not responsible for the coverage area or any outage due to the third-party cellular coverage.

VIII. Critical Connect System

The Critical Connect System is a cloud-based application, WAVE Mobile Communicator, provided by Motorola Solutions which turns your cellular device into a broadband push-to-talk device to communicate with other users of the PSEC System. The Critical Connect System is dependent on the user's third-party cellular network connection and coverage is not guaranteed by PSEC.

PSEC does not recommend Critical Connect as the only form of communications for AGENCY and does not recommend Critical Connect for field level responders.

IX. Miscellaneous

- A. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.
- B. County's Representative: COUNTY appoints its Executive Office delegate on the PSEC Steering Committee and the PSEC Steering Committee Chair, as its authorized representatives to administer this Agreement.
- C. Notices: Notices required or given by either party shall be to the following:

<u>COUNTY:</u> County of Riverside, PSEC Trish Byrd, PSEC Manager 7195 Alessandro Blvd. Riverside, CA 92506 (951) 955-1086	<u>AGENCY</u> Agency Contact Information
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- D. AGENCY 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.
- E. 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.
- F. AGENCY shall comply with all applicable Federal, State and local laws and regulations. AGENCY will comply with all applicable COUNTY policies and procedures. In the event there is a conflict between the various laws or regulations that may apply, the AGENCY shall comply with the more restrictive law or regulation.

- G. 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.
- H. 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.
- I. For Critical Connect System users, Critical Connect is a cloud-based application which turns your device into a broadband push-to-talk device that can communicate with others on the PSEC system. AGENCY is responsible for agreement with third-party cellular network provider and all associated costs for the cellular services provided by that agreement. An additional license with Motorola for the cellular device is required. AGENCY is responsible for setting up a child account with Motorola for AGENCY. AGENCY will be invoiced directly by Motorola Solutions, PSEC is not responsible for these costs.

X. Maintenance

County will maintain all PSEC infrastructure. Maintenance of any additional equipment including but not limited to AGENCY's consoles and subscriber equipment will be covered in Exhibit B, Support and Maintenance. All maintenance and repair of cellular devices will be the responsibility of the AGENCY.

XI. Electronic/Digital Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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

COUNTY:
COUNTY OF RIVERSIDE

AGENCY:
XXXX

By: _____

By: _____

Name:
Title:

Name:
Title:

Dated: _____

Dated: _____

By: _____
Name:
Title: PSEC Chair

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

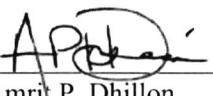
By:  _____
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A

PSEC BOARD APPROVED RATES

Per the Onboarding Incentive approved by the Riverside County Board of Supervisors, the published rate guide reflects a cost of \$77.67 for each voice radio user (listed as "Incentive Radio") for FY22/23.

SERVICE DESCRIPTION	DEFINITION	FY 22/23 RATE	UNIT
Subscriber			
Device - Emergency radio	Monthly charges for emergency radio use	\$29.23	Per Device per Month
Device - Holiday radio	Monthly charges for holiday rate radio use	Refer to Use Agreement	Per Device per Month
Device - Communication device	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$155.34	Per Device per Month
Device - Incentive radio	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$77.67	Per Device per Month
Vehicle			
Vehicle Repairs	Material and Shipping	Actual Cost (Shipping & Materials)	
Technician			
Technician Expert Time - REG (during business hours)	Technician Expert time (REG) to cover work done outside of PSEC Use Agreement	\$75.85	Per Hour
Technician Expert Time - OT (after business hours)	Technician Expert Overtime to cover work done outside of PSEC Use Agreement	\$82.37	Per Hour
Microwave and Site			
Rack	Set rate for monthly full rack mount charge	\$523.56	Per Month
Half Rack	Set rate for monthly half rack mount charge	\$261.78	Per Month
Floor Space	Set rate for monthly square footage charge excluding rack space	\$523.56	Per Month
Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$300.00	Position of the antenna per month
Antenna Mounted Middle	Set rate for monthly LMR antenna middle	\$600.00	Position of the antenna per month
Antenna Mounted Top	Set rate for monthly LMR antenna top	\$900.00	Position of the antenna per month
Mile-T1	Monthly charge per T1 circuit mile	\$13.74	Per mile per month
Mile-Analog	Monthly charge per analog circuit mile for microwave transmission	\$0.89	Per mile per month
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	Per application
Technology Engineering			
Engineering Expert Time - REG (during business hours)	Engineering Expert Time (REG) to cover work done outside of PSEC Use Agreement	\$118.34	Per Hour
Engineering Expert Time - OT (after business hours)	Engineering Expert Overtime to cover work done outside of PSEC Use Agreement	\$132.04	Per Hour

EXHIBIT B
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 to the COUNTY. AGENCY is responsible for scheduling all maintenance and for transporting radios to PSEC facility.

Radios/Consoles

- Firmware/Software upgrades mandated by COUNTY
- County initiated codeplug updates*

Any radio or console repairs not covered by a separate subscriber (consoles/radios) maintenance agreement with PSEC, will be billed at the Board Approved Rate. If parts are needed as part of the repair, all parts will be billable.

Any AGENCY driven changes, including console configuration files (ELT)/codeplug modifications, will be billed on a time & material basis per board approved rates. Items not listed as covered under this Agreement will be subject to additional cost on a time and material basis per Board approved rates.

2. Any changes to ELT/code plugs shall be reviewed by COUNTY to ensure no adverse impact on the overall system.
3. AGENCY and COUNTY will coordinate all firmware and software upgrades of subscribers (portable, mobile or consoles) prior to AGENCY action. AGENCY is responsible for ensuring that all console and subscriber equipment firmware and software version remains compatible with the current and future PSEC System release versions. Any upgrades and/or replacement of console or subscriber equipment to maintain compatibility with the PSEC System is the sole responsibility of the AGENCY.
4. For users of the Critical Connect System, COUNTY will notify AGENCY if an update to the Wave Mobile Communicator Application is available, AGENCY will be responsible to update the WAVE Mobile Communicator Application on cellular device when an update is available.
5. Encryption key may be changed by COUNTY when required.

6. If radio is lost or stolen, and AGENCY chooses to deactivate the radio, contact can be made 24x7 to PSEC's on-call technicians. On-call contact information is distributed to all PSEC customers on a weekly basis.
7. For users of the Critical Connect System, AGENCY is responsible for immediately notifying PSEC if a cellular device is lost or stolen.
8. For users of the Critical Connect System, the device is tied to a phone number, AGENCY is responsible for notifying PSEC within five (5) days if the phone number is transferred to a new user.
9. 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 have radio serviced with their service provider prior to impacting the system or system users. If a subscriber piece of equipment is determined to be detrimental to the system or other PSEC user(s) the equipment will be removed and or deactivated from the system.
10. AGENCY must maintain an updated record of subscriber/Console firmware and software changes.
11. PSEC Facility Maintenance Operations

Subscriber repair covered under a separate agreement will be provided during normal business hours at one of the three PSEC radio shops. Drop off service for portable and mobile radios is available during normal business hours on appointment basis only. Radio shop contact information is listed below.

 - **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. PSEC does have 24x7 maintenance technicians available for emergency repairs. Contact can be made to COUNTY's on-call technicians. On-call contact information is distributed to all PSEC customers on a weekly basis.

12. 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.

13. ADDITIONAL EQUIPMENT PURCHASES AND FEES

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

Additional equipment purchases, the initial mandatory setup fee and future AGENCY requested changes (i.e. ELT/code Plug changes driven by the Agency) are not included in the monthly subscriber rate and will be invoiced separately.

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 pre-approved to come on the PSEC System by COUNTY prior to purchase.

For Critical Connect System users, all cellular device purchases, Critical Connect System license and costs for associated service contracts with cellular network providers are the responsibility of the AGENCY and are not included in the monthly subscriber rate.

14. APPROVED EQUIPMENT as of July 1, 2022

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

- Motorola MCC7500/E Console (Revision 21.8.5)
- Motorola APX Console (Firmware 26.03.00)
- Motorola APX Series 4000 Portables (Firmware 26.03.00)
- Motorola APX Series 6000 Mobiles and Portables (Firmware 26.03.00)
- Motorola APX Series 7000 Mobiles and Portables (Firmware 26.03.00)

- Motorola APX Series 8000 Portables and Mobiles (Firmware 26.03.00)
- Harris XL-45 (Firmware Version R12H)
- Harris XL-95 (Firmware Version R12H)
- Harris XL-145 (Firmware Version R12H)
- Harris XL-200 (Firmware Version R12H)
- Harris Unity (Firmware version-XGPRO6K07_XG100P)
- Kenwood VP 6430 Firmware 8.34.16
- Kenwood VP5430 Firmware 8.34.16
- Kenwood NX5400 Firmware 8.34.16
- Kenwood VP 900 Firmware 8.34.16

All equipment to be used on the PSEC System MUST be pre-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's equipment to be used on the PSEC Radio System, depending on the level of testing required these services may be billed at the Board approved rates.

15. 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 radio repair service that is not covered by a separate agreement for single subscriber issues must be deemed an emergency and will be billed at the Board approved rate.
- If AGENCY has a need for after-hours radio repair service, that service will be billed at a time and material rate in accordance within EXHIBIT A "PSEC BOARD APPROVED RATES".

16. SPECIAL PROVISIONS

- If AGENCY wants to program their own radios, they must sign the Advanced System Key (ASK) agreement.
- 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.

EXHIBIT C
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 XXXX AGENCY owned subscribers.

The AGENCY's area of operation will be covered by the XXXX Simulcast cell(s). 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. For the Critical Connect System, coverage is dependent upon the user's third-party cellular network connection and coverage, capacity and uptime is not guaranteed by PSEC.

COUNTY will develop the fleet map, review vendor created codeplug, and activate the IDs on the network for AGENCY. These costs are listed in the Cost Estimate Table in EXHIBIT A "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 consolette) 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 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 Advanced System Key technology that will allow only authorized persons to program subscriber radios on the system.
- AGENCY is solely responsible for procuring all equipment and services related to implementing their dispatch centers.



PSEC Use Agreement for
Emergency Radio Use with
XXXX

PSEC USE AGREEMENT FOR EMERGENCY RADIO USE

This PSEC Use Agreement for Emergency Radio Use ("Agreement") is made and entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY"), and XXXX ("AGENCY"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, COUNTY operates, manages and maintains the Public Safety Enterprise Communication System ("PSEC System") and all infrastructure equipment utilized to support "subscribers" on the PSEC System; Maintenance of subscriber equipment i.e. consoles, handheld radios, mobiles radios, cellular devices are not part of the subscriber monthly rate. If AGENCY chooses to utilize PSEC for maintenance, AGENCY will be required to enter into a separate agreement; and

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

WHEREAS, COUNTY is willing to grant AGENCY a limited license to access and use the PSEC System;

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

I. Use Granted

Subject to and conditioned on AGENCY's payment of the fees and compliance and performance in accordance with the terms and conditions of this Agreement, COUNTY grants to AGENCY and AGENCY hereby accepts a limited, nonexclusive, nontransferable, and non-assignable license (mobile or portable radios or dispatch console or cellular device) to access and use, solely during the terms, as defined in Exhibit C, Statement of Work, which is attached and incorporated herein by this reference, the PSEC System, at COUNTY's sole and absolute discretion. Subject to COUNTY's approval, AGENCY may choose to add additional subscribers to the system. Additional subscribers may impact the system's capacity thereby requiring the system to be expanded. Any system expansion costs incurred to support the additional subscribers will be billed to the AGENCY.

The County of Riverside Board of Supervisors (the "Board") retains ultimate legal and financial authority over the PSEC System; however, the Board, through the PSEC Charter, has delegated administrative, operational, and financial control to the PSEC Steering Committee. The PSEC Steering Committee provides governance and financial accountability. AGENCY agrees and acknowledges that AGENCY shall always comply 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 at all times. The full PSEC Governance Charter is available upon request.

II. Period of Performance

The term of this Agreement shall commence upon execution by both Parties and expire on XXXX (the "Initial Term"), unless earlier terminated. This Agreement may be renewed in writing in one (1) five-year increment ("Renewal Term") and is subject to approval by the COUNTY's Board of Supervisors. The rates payable by AGENCY during a Renewal Term is defined in Section III of this Agreement.

III. Payment

PSEC System rates are reviewed and approved annually by the Board, 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, which is attached as Exhibit A and incorporated herein by this reference.

COUNTY shall invoice AGENCY each month for AGENCY's use of the PSEC System. Payment shall be due 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, a non-refundable late fee of three hundred dollars (\$300.00) shall apply.

IV. Termination

Termination by COUNTY: COUNTY may terminate this Agreement without cause upon ninety (90) days written notice served upon AGENCY stating the extent and effective date of termination. Further, 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 to comply with the terms of this Agreement; or fails to comply with applicable law. AGENCY shall have thirty (30) days to cure any default, to the satisfaction of COUNTY, AGENCY's breach or default under this Agreement after written notice from the COUNTY.

Termination by AGENCY: This Agreement may be terminated by AGENCY without cause, provided that AGENCY has given at least ninety (90) days' prior written notice. Upon expiration or termination of this Agreement, all rights, licenses, consents and authorizations granted by COUNTY to AGENCY shall immediately terminate, and COUNTY may disable all access to the PSEC System.

V. Restrictions

The Use granted herein is for AGENCY, and AGENCY only. AGENCY shall not permit any other individual or entity access to or use of the license except as expressly permitted in this Agreement. Specifically, AGENCY shall not:

- A. Enter into a separate agreement that provides any third-party access to the PSEC Radio System;
- B. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or make available in any manner or form any part of this license, or access to and/or use of the PSEC System;
- C. Access or use the PSEC System in any manner, or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of any information obtained through the PSEC System), or that violates any applicable law;
- D. Bypass any security device or protection used to access the PSEC System, or access the PSEC System through any means other than by valid access credentials;
- E. Damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the PSEC System, including but not limited to, interference with the COUNTY's access to or use of the PSEC System;
- F. Otherwise access or use the Services beyond the scope of the authorization granted under Section I of this Agreement.

VI. Indemnification

AGENCY 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 access and/or use of the PSEC System by AGENCY, 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, death, or any other element of any kind or nature. AGENCY 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. With respect to any action or claim subject to indemnification herein by AGENCY, AGENCY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes AGENCY's indemnification to Indemnitees as set forth herein.

VII. Coverage Performance

The PSEC System provides extensive and robust coverage across Riverside County. However due to the nature of radio systems (i.e. variation in geography, location in relation to PSEC radio sites, time dependent obstructions, radio performance and many other factors) coverage cannot be guaranteed for every location within the County. Coverage performance also cannot be guaranteed within buildings. AGENCY must perform radio tests of the system to verify their coverage needs will be met prior to onboarding onto the system. By onboarding onto the PSEC System, AGENCY chooses to accept the PSEC Radio System coverage as-is. If coverage expansion is requested by the AGENCY, any associated costs will be at the AGENCY's expense.

AGENCY subscribers using cellular devices on the Critical Connect System are subject to cellular coverage provided by a third-party cellular network provider. PSEC is not responsible for the coverage area or any outage due to the third-party cellular coverage.

VIII. Critical Connect System

The Critical Connect System is a cloud-based application, WAVE Mobile Communicator, provided by Motorola Solutions which turns your cellular device into a broadband push-to-talk device to communicate with other users of the PSEC System. The Critical Connect System is dependent on the user's third-party cellular network connection and coverage is not guaranteed by PSEC.

PSEC does not recommend Critical Connect as the only form of communications for AGENCY and does not recommend Critical Connect for field level responders.

IX. Miscellaneous

- A. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.
- B. County's Representative: COUNTY appoints its Executive Office delegate on the PSEC Steering Committee and the PSEC Steering Committee Chair as its authorized representatives to administer this Agreement.
- C. Notices: Notices required or given by either party shall be to the following:

<p><u>COUNTY:</u></p> <p>County of Riverside, PSEC Trish Byrd, PSEC Manager 7195 Alessandro Blvd. Riverside, CA 92506 (951) 955-1086</p>	<p><u>AGENCY:</u></p> <p>Agency Contact Information</p>
---	--

- D. AGENCY 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.
- E. 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.
- F. AGENCY shall comply with all applicable Federal, State and local laws and regulations. AGENCY will comply with all applicable COUNTY policies and procedures. In the event there is a conflict between the various laws or regulations that may apply, the AGENCY shall comply with the more restrictive law or regulation.
- G. 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.
- H. 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.

- I. For Critical Connect System users, Critical Connect is a cloud-based application that turns your cellular device into a broadband push to talk device that can communicate with others on the PSEC system. AGENCY is responsible for agreement with third-party cellular network provider and all associated costs for the cellular services provided by that agreement. For Critical Connect System users, an additional license with Motorola for the cellular device is required. AGENCY is responsible for setting up a child account with Motorola for AGENCY. AGENCY will be invoiced directly by Motorola Solutions, PSEC is not responsible for these costs

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[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

Agreement.

COUNTY:
COUNTY OF RIVERSIDE

AGENCY:
XXXX

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

By: _____
Name: _____
Title: PSEC Chair

Dated: _____

APPROVED AS TO FORM
Minh C. Tran
County Counsel

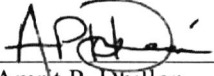
By:  _____
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A
PSEC BOARD APPROVED RATES

The published rate guide reflects a cost of \$29.23 for each emergency radio user (listed as communication device) for Fiscal year 22/23.

SERVICE DESCRIPTION	DEFINITION	FY 22/23 RATE	UNIT
Subscriber			
Device - Emergency radio	Monthly charges for emergency radio use	\$29.23	Per Device per Month
Device - Holiday radio	Monthly charges for holiday rate radio use	Refer to Use Agreement	Per Device per Month
Device - Communication device	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$155.34	Per Device per Month
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Vehicle			
Vehicle Repairs	Material and Shipping	Actual Cost (Shipping & Materials)	
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Rack	Set rate for monthly full rack mount charge	\$523.56	Per Month
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Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$300.00	Position of the antenna per month
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Engineering Expert Time - REG (during business hours)	Engineering Expert Time (REG) to cover work done outside of PSEC Use Agreement	\$118.34	Per Hour
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EXHIBIT B
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 to the COUNTY. AGENCY is responsible for scheduling all maintenance and for transporting radios to PSEC facility.

Radios/Consoles

- Firmware/Software upgrades mandated by COUNTY
- County initiated codeplug updates*

Any radio or console repairs not covered by a separate subscriber (consoles/radios) maintenance agreement with PSEC, will be billed at the Board Approved Rate. If parts are needed as part of the repair, all parts will be billable.

Any AGENCY driven changes, including console configuration files (ELT)/codeplug modifications, will be billed on a time & material basis per Board approved rates. Items not listed as covered under this Agreement will be subject to additional cost on a time and material basis per Board approved rates.

2. Any changes to ELT/code plugs shall be reviewed by COUNTY to ensure no adverse impact on the overall system.
3. AGENCY and COUNTY will coordinate all firmware and software upgrades of subscribers (portable, mobile or consoles) prior to AGENCY action. AGENCY is responsible for ensuring that all console and subscriber equipment firmware and software version remains compatible with the current and future PSEC System release versions. Any upgrades and/or replacement of console or subscriber equipment to maintain compatibility with the PSEC System is the sole responsibility of the AGENCY.
4. For users of the Critical Connect System, COUNTY will notify AGENCY if an update to the Wave Mobile Communicator Application is available, AGENCY will be responsible to update the WAVE Mobile Communicator Application on cellular device when an update is available.
5. Encryption key may be changed by COUNTY when required.

6. If radio is lost or stolen, and AGENCY chooses to deactivate the radio, contact can be made 24x7 to PSEC's on-call technicians. On-call contact information is distributed to all PSEC customers on a weekly basis.
7. For users of the Critical Connect System, AGENCY is responsible for immediately notifying PSEC if a cellular device is lost or stolen.
8. For users of the Critical Connect System, the device is tied to a phone number, AGENCY is responsible for notifying PSEC within 5 days if the phone number is transferred to a new user.
9. 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 have radio serviced with their service provider prior to impacting the system or system users. If a subscriber piece of equipment is determined to be detrimental to the system or other PSEC user(s) the equipment will be removed and or deactivated from the system.
10. AGENCY must maintain an updated record of subscriber/Console firmware and software changes.

11. PSEC Facility Maintenance Operations

Subscriber repair covered under a separate agreement will be provided during normal business hours at one of the three PSEC radio shops. Drop off service for portable and mobile radios is available during normal business hours on appointment basis only. Radio shop contact information is listed below.

- **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. PSEC does have 24x7 maintenance technicians available for emergency repairs. Contact can be made to PSEC's on-call technicians. On-call contact information is distributed to all PSEC customers on a weekly basis.

12. 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.

13. ADDITIONAL EQUIPMENT PURCHASES AND FEES

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

Additional equipment purchases, the initial mandatory setup fee and future AGENCY requested changes (i.e. ELT/code Plug changes driven by the Agency) are not included in the monthly subscriber rate and will be invoiced separately.

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 pre-approved to come on the PSEC System by COUNTY prior to purchase.

For Critical Connect System users, all cellular device purchases, Critical Connect System license and costs for associated service contracts with cellular network providers are the responsibility of the AGENCY and are not included in the monthly subscriber rate.

14. APPROVED EQUIPMENT as of July 1, 2022:

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

- Motorola MCC7500/E Console (Revision 21.8.5)
- Motorola APX Console (Firmware 26.03.00)
- Motorola APX Series 4000 Portables (Firmware 26.03.00)
- Motorola APX Series 6000 Mobiles and Portables (Firmware 26.03.00)
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- Harris XL-45 (Firmware Version R12H)
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- Harris XL-200 (Firmware Version R12H)
- Harris Unity (Firmware version-XGPRO6K07_XG100P)
- Kenwood VP 6430 Firmware 8.34.16
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All equipment to be used on the PSEC System MUST be pre-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's equipment to be used on the PSEC Radio System, depending on the level of testing required these services may be billed at the Board approved rates.

15. 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 radio repair service that is not covered by a separate agreement for single subscriber issues must be deemed an emergency and will be billed at the Board approved rate.
- If AGENCY has a need for after-hours radio repair service, that service will be billed at a time and material rate in accordance within EXHIBIT A "PSEC BOARD APPROVED RATES".

16. SPECIAL PROVISIONS

- If AGENCY wants to program their own radios, they must sign the Advanced System Key (ASK) agreement.
- 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.

EXHIBIT C
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 an emergency user only with a total of XXXX AGENCY owned subscribers. As an emergency user, AGENCY shall not use the system for day-to-day operations. AGENCY shall only use the PSEC System for Emergency Communications. PSEC will periodically assess the AGENCY's use of the system. Should PSEC, in its sole discretion, determine that the AGENCY has used the PSEC System for non-Emergency Communications, the AGENCY will be subject to the full-time user rate of the given fiscal year.

The AGENCY's area of operation will be covered by the XXXX Simulcast cells. 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. For the Critical Connect System, coverage is dependent upon the user's third-party cellular network connection and coverage, capacity and uptime is not guaranteed by PSEC.

COUNTY will develop the fleet map, review vendor created codeplug, and activate the IDs on the network for AGENCY. These costs are listed in the Cost Estimate Table in EXHIBIT A. "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 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 Advanced System Key technology that will allow only authorized persons to program subscriber radios on the system.
- AGENCY is solely responsible for procuring all equipment and services related to implementing their dispatch centers.



PSEC Use Agreement for
Full Time Use with
XXXX

PSEC USE AGREEMENT FOR FULL TIME USE

This PSEC Use Agreement for Full Time Use ("Agreement") is made and entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY"), and the XXXX ("AGENCY"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, COUNTY operates, manages and maintains the Public Safety Enterprise Communication System ("PSEC System") and all infrastructure equipment utilized to support "subscribers" on the PSEC System; Maintenance of subscriber equipment i.e. consoles, handheld radios, mobiles radios, cellular devices, are not part of the subscriber monthly rate. If AGENCY chooses to utilize PSEC for maintenance, AGENCY will be required to enter into a separate agreement; and

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

WHEREAS, COUNTY is willing to grant AGENCY a limited license to access and use the PSEC System;

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

I. Use Granted

Subject to and conditioned on AGENCY's payment of the fees and compliance and performance in accordance with the terms and conditions of this Agreement, COUNTY grants to AGENCY and AGENCY hereby accepts a limited, nonexclusive, nontransferable, and non-assignable license (mobile or portable radios or dispatch console or cellular device) to access and use, solely during the terms, as defined in Exhibit C, Statement of Work, which is attached and incorporated herein by this reference, the PSEC System, at COUNTY's sole and absolute discretion. Subject to COUNTY's approval, AGENCY may choose to add additional subscribers to the system. Additional subscribers may impact the system's capacity thereby requiring the system to be expanded. Any system expansion costs incurred to support the additional subscribers will be billed to the AGENCY.

The County of Riverside Board of Supervisors (the "Board") retains ultimate legal and financial authority over the PSEC System; however, the Board, through the PSEC Charter, has delegated administrative, operational, and financial control to the PSEC Steering Committee. The PSEC Steering Committee provides governance and financial accountability. AGENCY agrees and acknowledges that AGENCY shall always comply 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 at all times. The full PSEC Governance Charter is available upon request.

II. Period of Performance

The term of this Agreement shall commence upon execution by both parties and expire on XXXX (the "Initial Term"), unless earlier terminated. This Agreement may be renewed in writing in one (1) five-year increment ("Renewal Term") and is subject to approval by the COUNTY's Board of Supervisors. The rates payable by AGENCY during a Renewal Term is defined in Section III of this Agreement.

III. Payment

PSEC System rates are reviewed and approved annually by the Board, 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, which is attached as Exhibit A of this Agreement and incorporated herein by this reference.

COUNTY shall invoice AGENCY each month for AGENCY's use of the PSEC System. Payment shall be due 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, a non-refundable late fee of three hundred dollars (\$300.00) shall apply.

IV. Termination

Termination by COUNTY: COUNTY may terminate this Agreement without cause upon ninety (90) days written notice served upon AGENCY stating the extent and effective date of termination. Further, 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 to comply with the terms of this Agreement; or fails to comply with applicable law. AGENCY shall have thirty (30) days to cure any default, to the satisfaction of COUNTY, AGENCY's breach or default under this Agreement after written notice from the COUNTY.

Termination by AGENCY: This Agreement may be terminated by AGENCY without cause, provided that AGENCY has given at least ninety (90) days' prior written notice. Upon expiration or termination of this Agreement, all rights, licenses, consents and authorizations granted by COUNTY to AGENCY shall immediately terminate, and COUNTY may disable all access to the PSEC System.

V. Restrictions

The Use granted herein is for AGENCY, and AGENCY only. AGENCY shall not permit any other individual or entity access to or use of the license except as expressly permitted in this Agreement. Specifically, AGENCY shall not:

- A. Enter into a separate agreement that provides any third-party access to the PSEC Radio System;
- B. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or make available in any manner or form any part of this license, or access to and/or use of the PSEC System;
- C. Access or use the PSEC System in any manner, or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of any information obtained through the PSEC System), or that violates any applicable law;
- D. Bypass any security device or protection used to access the PSEC System, or access the PSEC System through any means other than by valid access credentials;
- E. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the PSEC System, including but not limited to, interference with the COUNTY's access to or use of the PSEC System;
- F. Otherwise access or use the Services beyond the scope of the authorization granted under Section I of this Agreement.

VI. Indemnification

AGENCY 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 access and/or use of the PSEC System by AGENCY, 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, death, or any other element of any kind or nature. AGENCY 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. With respect to any action or claim subject to indemnification herein by AGENCY, AGENCY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes AGENCY's indemnification to Indemnitees as set forth herein.

VII. Coverage Performance

The PSEC System provides extensive and robust coverage across Riverside County. However due to the nature of radio systems (i.e. variation in geography, location in relation to PSEC radio sites, time dependent obstructions, radio performance and many other factors) coverage cannot be guaranteed for every location within the County. Coverage performance also cannot be guaranteed within buildings. AGENCY must perform radio tests of the system to verify their coverage needs will be met prior to onboarding onto the system. By onboarding onto the PSEC System, AGENCY chooses to accept the PSEC Radio System coverage as-is. If coverage expansion is requested by the AGENCY, any associated costs will be at the AGENCY's expense.

AGENCY subscribers using cellular devices on the Critical Connect System are subject to cellular coverage provided by a third-party cellular network provider. PSEC is not responsible for the coverage area or any outage due to the third-party cellular coverage.

VIII. Critical Connect System

The Critical Connect System is a cloud-based application, WAVE Mobile Communicator, provided by Motorola Solutions which turns your cellular device into a broadband push-to-talk device to communicate with other users of the PSEC System. The Critical Connect System is dependent on the user's third-party cellular network connection and coverage is not guaranteed by PSEC.

PSEC does not recommend Critical Connect as the only form of communications for AGENCY and does not recommend Critical Connect for field level responders.

IX. Miscellaneous

- A. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.
- B. County's Representative: COUNTY appoints its Executive Office delegate on the PSEC Steering Committee and the PSEC Steering Committee Chair, as its authorized representatives to administer this Agreement.
- C. Notices: Notices required or given by either party shall be to the following:

<p><u>COUNTY:</u></p> <p>County of Riverside, PSEC Trish Byrd, PSEC Manager 7195 Alessandro Blvd. Riverside, CA 92506 (951) 955-1086</p>	<p><u>AGENCY</u></p> <p>Agency Contact Information</p>
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- D. AGENCY 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.
- E. 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.
- F. AGENCY shall comply with all applicable Federal, State and local laws and regulations. AGENCY will comply with all applicable COUNTY policies and procedures. In the event there is a conflict between the various laws or regulations that may apply, the AGENCY shall comply with the more restrictive law or regulation.
- G. 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.
- H. 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.

- I. For Critical Connect System users, Critical Connect is a cloud-based application that turns your cellular device into a broadband push to talk device that can communicate with others on the PSEC system. AGENCY is responsible for agreement with third-party cellular network provider and all associated costs for the cellular services provided by that agreement. For Critical Connect System users, an additional license with Motorola for the cellular device is required. AGENCY is responsible for setting up a child account with Motorola for AGENCY. AGENCY will be invoiced directly by Motorola Solutions, PSEC is not responsible for these costs

X. Maintenance

County will maintain all PSEC infrastructure. Maintenance of any additional equipment, including but not limited to, AGENCY's consoles and subscriber equipment will be covered in Exhibit B, Support and Maintenance. All maintenance and repair of cellular devices will be the responsibility of the AGENCY.

XI. Electronic/Digital Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

COUNTY:
COUNTY OF RIVERSIDE

AGENCY:
XXXX

By: _____

By: _____

Name:
Title:

Name:
Title:

Dated: _____

Dated: _____

By: _____
Name:
Title: PSEC Chair

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By:  _____
Amrit P. Dhillon
Deputy County Counsel

EXHIBIT A

PSEC BOARD APPROVED RATES

The published rate guide reflects a cost of \$155.34 for each voice radio user (listed as “Communication Radio”) for FY22/23.

SERVICE DESCRIPTION	DEFINITION	FY 22/23 RATE	UNIT
Subscriber			
Device - Emergency radio	Monthly charges for emergency radio use	\$29.23	Per Device per Month
Device - Holiday radio	Monthly charges for holiday rate radio use	Refer to Use Agreement	Per Device per Month
Device - Communication device	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$155.34	Per Device per Month
Device - Incentive radio	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$77.67	Per Device per Month
Vehicle			
Vehicle Repairs	Material and Shipping	Actual Cost (Shipping & Materials)	
Technician			
Technician Expert Time - REG (during business hours)	Technician Expert time (REG) to cover work done outside of PSEC Use Agreement	\$75.85	Per Hour
Technician Expert Time - OT (after business hours)	Technician Expert Overtime to cover work done outside of PSEC Use Agreement	\$82.37	Per Hour
Microwave and Site			
Rack	Set rate for monthly full rack mount charge	\$523.56	Per Month
Half Rack	Set rate for monthly half rack mount charge	\$261.78	Per Month
Floor Space	Set rate for monthly square footage charge excluding rack space	\$523.56	Per Month
Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$300.00	Position of the antenna per month
Antenna Mounted Middle	Set rate for monthly LMR antenna middle	\$600.00	Position of the antenna per month
Antenna Mounted Top	Set rate for monthly LMR antenna top	\$900.00	Position of the antenna per month
Mile-T1	Monthly charge per T1 circuit mile	\$13.74	Per mile per month
Mile-Analog	Monthly charge per analog circuit mile for microwave transmission	\$0.89	Per mile per month
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	Per application
Technology Engineering			
Engineering Expert Time - REG (during business hours)	Engineering Expert Time (REG) to cover work done outside of PSEC Use Agreement	\$118.34	Per Hour
Engineering Expert Time - OT (after business hours)	Engineering Expert Overtime to cover work done outside of PSEC Use Agreement	\$132.04	Per Hour

EXHIBIT B
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 to the COUNTY. AGENCY is responsible for scheduling all maintenance and for transporting radios to PSEC facility.

Radios/Consoles

- Firmware/Software upgrades mandated by COUNTY
- County initiated codeplug updates*

Any radio or console repairs not covered by a separate subscriber (consoles/radios) maintenance agreement with PSEC, will be billed at the Board Approved Rate. If parts are needed as part of the repair, all parts will be billable.

Any AGENCY driven changes, including console configuration files (ELT)/codeplug modifications, will be billed on a time & material basis per Board approved rates. Items not listed as covered under this Agreement will be subject to additional cost on a time and material basis per Board approved rates.

2. Any changes to ELT/code plugs shall be reviewed by COUNTY to ensure no adverse impact on the overall system.
3. AGENCY and COUNTY will coordinate all firmware and software upgrades of subscribers (portable, mobile or consoles) prior to AGENCY action. AGENCY is responsible for ensuring that all console and subscriber equipment firmware and software version remains compatible with the current and future PSEC System release versions. Any upgrades and/or replacement of console or subscriber equipment to maintain compatibility with the PSEC System is the sole responsibility of the AGENCY.
4. For users of the Critical Connect System, COUNTY will notify AGENCY if an update to the Wave Mobile Communicator Application is available; AGENCY will be responsible to update the WAVE Mobile Communicator Application on cellular device when an update is available.
5. Encryption key may be changed by COUNTY when required.

6. If radio is lost or stolen, and AGENCY chooses to deactivate the radio, contact can be made 24x7 to PSEC's on-call technicians. On-call contact information is distributed to all PSEC customers on a weekly basis.
7. For users of the Critical Connect System, AGENCY is responsible for immediately notifying PSEC if cellular device is lost or stolen.
8. For users of the Critical Connect System, the device is tied to a phone number, AGENCY is responsible for notifying PSEC within 5 days if the phone number is transferred to a new user.
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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's equipment to be used on the PSEC Radio System, depending on the level of testing required these services may be billed at the Board approved rates.

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- If AGENCY has a need for after-hours radio repair service, that service will be billed at a time and material rate in accordance within EXHIBIT A "PSEC BOARD APPROVED RATES".

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- If AGENCY wants to program their own radios, they must sign the Advanced System Key (ASK) Agreement.
- 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.

EXHIBIT C
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 XXXX AGENCY owned subscribers.

The AGENCY's area of operation will be covered by the XXXX Simulcast cells. 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. For the Critical Connect System, coverage is dependent upon the user's third-party cellular network connection and coverage, capacity and uptime is not guaranteed by PSEC.

COUNTY will develop the fleet map, review vendor created codeplug, and activate the IDs on the network for AGENCY. These costs are listed in the Cost Estimate Table in EXHIBIT A "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 consolette) 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 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 Advanced System Key technology that will allow only authorized persons to program subscriber radios on the system.
- AGENCY is solely responsible for procuring all equipment and services related to implementing their dispatch centers.