

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



ITEM: 3.44
(ID # 27465)

MEETING DATE:

Tuesday, May 20, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approval of the Forms of the PSEC Use Agreement for Full Time and/or Emergency Radio Use and PSEC Use Agreement for Interoperability Use and Approval of the 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 of the Agreement for Signal Booster Operation and Approval of the 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 No Cost Agreements for PSEC Signal Booster Operations. All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the forms of the attached PSEC Use Agreement for Full Time and/or Emergency Radio Use and PSEC Use Agreement for Interoperability Use (PSEC Use Agreements);
2. Approve the form of the attached PSEC Agreement for Signal Booster Operation;

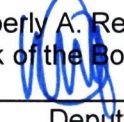
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ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 20, 2025
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. 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 execute multi-year PSEC 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 Agreements, if there is no impact on the fees subscribers pay 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
4. 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 execute multi-year no cost Agreements for PSEC Signal Booster Operation, substantially conforming in form and substance to the attached Agreement for Signal Booster Operation, as approved as to form by County Counsel.

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: 24/25	

C.E.O. RECOMMENDATION: Approve

BR: 25-067

Prev. Agn. Ref.: 3/7/23 3.19

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 continues bringing more users onto the system.

Since PSEC became operational, 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 Office, to continue to realize the County's vision and bring users onto the

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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radio system by stream-lining 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.

Approving the Agreement for the PSEC Signal Booster Operation will ensure the building owner is aware of and follows the Federal Communications Commission (FCC) rules for installing and operating a Signal Booster. The signal booster is used to improve radio coverage in buildings and other large structures.

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 public safety. It is important to have Public Safety communications inside new structures, and when there is no communication inside a location, a signal booster may be installed to help provide coverage.

ATTACHMENTS:

- 1- PSEC Full Time and/or Emergency Radio Use Agreement Template
- 2- PSEC Interoperability Use Agreement Template
- 3- PSEC Agreement for Signal Booster Operation Template


Rebecca S Cortez, Principal Management Analyst 5/14/2025


Aaron Gettis, Chief of Deputy County Counsel 5/9/2025



PSEC Use Agreement for
Full Time and/or Emergency Radio Use with
XXXX

PSEC USE AGREEMENT FOR Full Time and/or EMERGENCY RADIO USE

This PSEC Use Agreement for Full Time and/or 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 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. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[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: form - do not sign
Name:
Title:

By: form - do not sign
Name:
Title:

Dated: _____

Dated: _____

By: form - do not sign
Name:
Title: PSEC Chair

Dated: _____

APPROVED AS TO FORM
Minh C. Tran
County Counsel

By: 
Amrit R. Dhillon
Deputy County Counsel

EXHIBIT A
PSEC BOARD APPROVED RATES

The published rate guide reflects a cost of \$121.76 for each full time user and \$24.35 for each emergency radio user for Fiscal year 25/26.

	DEFINITION	FY 24/25 RATE	FY 25/26 RATE	UNIT
Subscriber				
Device - Emergency radio	Monthly charges for the base consolette, consoles, mobile, portable radio unit and critical connect device	\$25.40	\$24.35	Per Device per Month
Device - Holiday radio	Monthly charges for the base consolette, consoles, mobile, portable radio unit and critical connect device	Refer to Use Agreement	Refer to Use Agreement	Per Device per Month
Device - Communication device	Monthly charges for the base consolette, consoles, mobile, portable radio unit and critical connect device	\$126.99	\$121.76	Per Device per Month
Technician				
Technician Expert Time - REG (during business hours)	Technician Expert time (REG) to cover work done outside of PSEC Use Agreement	\$80.78	\$82.14	Per Hour
Technician Expert Time - OT (after business hours)	Technician Expert Overtime to cover work done outside of PSEC Use Agreement	\$84.33	\$86.00	Per Hour
Microwave and Site				
Rack	Set rate for monthly full rack mount charge	\$567.46	\$590.87	Per Month
Half Rack	Set rate for monthly half rack mount charge	\$283.73	\$295.44	Per Month
Floor Space	Set rate for monthly square footage charge excluding rack space	\$567.46	\$590.87	Per Month
Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$300.00	\$342.56	Position of the antenna per month
Antenna Mounted Middle	Set rate for monthly LMR antenna middle	\$600.00	\$685.11	Position of the antenna per month
Antenna Mounted Top	Set rate for monthly LMR antenna top	\$900.00	\$1,027.67	Position of the antenna per month
Microwave Connection	Monthly charge per connection for microwave transmission	\$336.37	\$339.68	Per Month
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	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	\$127.19	\$138.57	Per Hour
Engineering Expert Time - OT (after business hours)	Engineering Expert Overtime to cover work done outside of PSEC Use Agreement	\$135.68	\$149.70	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 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. Cache spares will be billed at the emergency rate.

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)
- Motorola APX N Series – Firmware 5 or higher
- 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
- Kenwood VP 8000 Firmware 8.36.14.269
- Kenwood VM 8000 Firmware 8.42.30

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 and/or Emergency user with a total of XXXX AGENCY owned subscribers (XXXX Full Time and XXXX Emergency).

An Emergency Radio for a Full Time User is defined as a radio that is programmed for full-time use, and the radio permissions are active on the PSEC network but is only used in the event of an emergency or disaster. The purpose of the emergency radio for a Full Time User is to allow for the AGENCY to have a radio quickly available to them in the event of an emergency or disaster. As an emergency user, the AGENCY shall not use the system for day-to-day operations. 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. Non-Emergency Communications for the Full Time User would be defined as if the radio is being used to monitor the PSEC system daily, (dispatch back up radio would be an exception), or more than ten (10) Push to talks per month.

If AGENCY uses the Emergency Radio for an incident, they must notify PSEC via email at PSECaccounting@riversidesheriff.org immediately. Billing changes will be effective date of email notification.

To remove the radio completely from billing the radio would need to be brought to PSEC and have the programmed removed, and the ID would be removed from the PSEC system.

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
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

	<i>DEFINITION</i>	<i>FY 24/25 RATE</i>	<i>FY 25/26 RATE</i>	<i>UNIT</i>
Subscriber				
Device - Emergency radio	Monthly charges for the base consolette, consoles, mobile, portable radio unit and critical connect device	\$25.40	\$24.35	Per Device per Month
Device - Holiday radio	Monthly charges for the base consolette, consoles, mobile, portable radio unit and critical connect device	Refer to Use Agreement	Refer to Use Agreement	Per Device per Month
Device - Communication device	Monthly charges for the base consolette, consoles, mobile, portable radio unit and critical connect device	\$126.99	\$121.76	Per Device per Month
Technician				
Technician Expert Time - REG (during business hours)	Technician Expert time (REG) to cover work done outside of PSEC Use Agreement	\$80.78	\$82.14	Per Hour
Technician Expert Time - OT (after business hours)	Technician Expert Overtime to cover work done outside of PSEC Use Agreement	\$84.33	\$86.00	Per Hour
Microwave and Site				
Rack	Set rate for monthly full rack mount charge	\$567.46	\$590.87	Per Month
Half Rack	Set rate for monthly half rack mount charge	\$283.73	\$295.44	Per Month
Floor Space	Set rate for monthly square footage charge excluding rack space	\$567.46	\$590.87	Per Month
Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$300.00	\$342.56	Position of the antenna per month
Antenna Mounted Middle	Set rate for monthly LMR antenna middle	\$600.00	\$685.11	Position of the antenna per month
Antenna Mounted Top	Set rate for monthly LMR antenna top	\$900.00	\$1,027.67	Position of the antenna per month
Microwave Connection	Monthly charge per connection for microwave transmission	\$336.37	\$339.68	Per Month
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	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	\$127.19	\$138.57	Per Hour
Engineering Expert Time - OT (after business hours)	Engineering Expert Overtime to cover work done outside of PSEC Use Agreement	\$135.68	\$149.70	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)
- Motorola APX N Series – Firmware 5 or higher
- 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
- Kenwood VP 8000 Firmware 8.36.14.269
- Kenwood VM 8000 Firmware 8.42.30

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. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code.

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, PSEC INTEROPERABILITY USE AGREEMENT: XXXX

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]

AGREEMENT FOR SIGNAL BOOSTER OPERATION
Between
COUNTY OF RIVERSIDE, ON BEHALF OF RIVERSIDE COUNTY SHERIFF'S
OFFICE - PUBLIC SAFETY ENTERPRISE COMMUNICATIONS,

And

XXX

This Agreement for Signal Booster Operation is made and entered into this **1st day of April, 2019**, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Office - Public Safety Enterprise Communication, (herein referred to as "County" or "PSEC"), and **XXX** (**Add legal entity here**) ("Owner"), (herein referred to as "Owner").

RECITALS

WHEREAS, the County is the holder of certain Federal Communications Commission ("FCC") licenses to operate a radio service for public safety purposes as listed in Exhibit A. ("Licensed Channels");

WHEREAS, **XXX** ("Owner") owns a building located at **Address** ("Structure") in which signals from the Licensed Channels have been deemed insufficient for reliable communications in the event of a public safety emergency;

WHEREAS, the Owner has installed a device or system ("System") to ensure the required level of emergency responder radio coverage in the Structure; and

WHEREAS, PSEC consents to the System under the terms and conditions set forth below.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. CONSENT TO OPERATE SYSTEM

PSEC consents to Owner's installation and operation of the System in the Structure subject to the terms and conditions of this Agreement. Consent shall be effective on the later of (i) the date this Agreement is fully executed by Owner and PSEC or (ii) the date Owner provides written verification acceptable to PSEC. Except as set forth in this Agreement, PSEC shall not revoke this consent or take any steps inconsistent with Owner's rights under this Agreement throughout the term of this Agreement, which shall be in effect until terminated as provided in Section 4. Owner shall maintain an executed original of this Agreement and provide as necessary to other FCC-licensed radio operator investigating interference.

2. INSTALLATION AND OPERATION

- A. Installation and Deployment.** Owner shall install the System within the Structure in the location(s) and using the equipment set forth in Exhibit B. Owner shall deploy the System in accordance with applicable FCC regulations.
- B. Registration.** If applicable, FCC rules and regulations require registration of Class A signal boosters during the term of this Agreement. Owner shall register any Class A signal booster in the time and manner required by such rules and regulations.
- C. Operation.** Owner shall retain operational control and responsibility for the proper functioning of the System throughout the term of this Agreement. Owner shall operate the System only within PSEC service contour and across the Licensed Channels as set forth in Exhibit A. Except as may be permitted by applicable FCC rules and regulations, Owner shall utilize the minimum passband that is sufficient to meet the radio signal requirements. Owner shall act in good faith regarding the operation of System.
- D. Interference.** Owner shall be responsible for correcting any harmful interference that System operation may cause to other licensed communications services, including suspending System operation and removal of the System if necessary to resolve the interference. Owner agrees to do whatever PSEC deems necessary in the exercise of PSEC's reasonable discretion, to eliminate or remedy such interference. Owner shall cooperate with PSEC and any FCC licensee experiencing interference due to System operation in the resolution of such interference. In the event Owner is unable to determine the location or cause of interference, PSEC shall assist Owner and PSEC may seek assistance from the FCC to resolve such interference problems. Notwithstanding the foregoing or any other provision of this Agreement, PSEC shall have the authority to take any action reasonably necessary to resolve any interference problem as required by applicable FCC rules and regulations.
- E. Inspection and Testing.** Owner shall ensure annual inspection and testing of the System. Owner shall permit the PSEC, or PSEC's authorized representative, to inspect the System upon reasonable advance notice.
- F. Compliance with Laws.** Notwithstanding any other provision of this Agreement, Owner shall at all times operate and maintain the System in accordance with applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to 47 C.F.R. 90.219 ("Applicable Laws").

3. LIABILITY AND INDEMNIFICATION

- A. Liability and Assumption of Risk.** Regardless of whether PSEC or its representative has inspected the System, PSEC has made no representation as to the present or future condition of the System, its installation, operation, maintenance or effectiveness. Owner

assumes any and all risk related to the System, its installation, operation, maintenance or effectiveness. Under no circumstance shall PSEC be deemed liable for damages, including consequential, incidental, punitive, or special damages, related to Owner's acts or omissions, including but not limited to, installation, operation, or maintenance of the System, including but not limited to damages related to the effectiveness of the System or interference with other licensed communications services.

- B.** To the fullest extent permitted by law, Owner shall indemnify, defend (with counsel acceptable to PSEC) and hold harmless County of Riverside, PSEC, its agencies, districts, special districts and departments, their respective officers, directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees"), from and against claims, actions, liabilities, damages, losses, injury, costs and expenses, direct and indirect or consequential, including but not limited to reasonable attorneys' fees, and other costs of defense and costs on such claims, arising from the installation, operation, use, or maintenance of Owner's System or any other act or omission of Owner related to the System, and to the extent permitted under California law, shall further indemnify, defend, and hold harmless Indemnitees from and against any and all claims arising from any breach or default by Owner in the performance of its obligations hereunder and from and against any and all costs and expenses and liabilities, including, but not limited to, attorney's fees and litigation costs, incurred in connection with such claim.
- C.** With respect to any action or claim subject to indemnification herein by Owner, Owner 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 Owner indemnification to Indemnitees as set forth herein. Owner's obligation hereunder shall be satisfied when Owner has provided to the County of Riverside the appropriate form of dismissal relieving the County from any liability for the action or claim involved.
- D.** The Liability and Assumption of Risk provisions contained herein shall survive the termination of this Agreement.

4. TERMINATION

A. Termination by PSEC. PSEC may terminate this Agreement if:

- 1. The System is causing interference as described in Section 2.D and, after written notice from PSEC and reasonable opportunity to cure, Owner cannot or does not cure the interference as required in this Agreement. Termination under this subsection shall be effective on the date the cure period ends as set forth in the notice from PSEC, unless PSEC confirms in writing that the interference has been cured or extends the cure period.

2. Owner fails to install, operate or maintain the System as required by Applicable Laws or otherwise fails to comply with the material terms of this Agreement, provided that PSEC shall provide Owner written notice of its intent to terminate and a reasonable opportunity to cure the failure. Termination under this subsection shall be effective on the date the cure period ends as set forth in the notice from PSEC, unless PSEC confirms in writing that the failure has been cured or extends the cure period.

B. Termination by Owner. Owner may terminate this Agreement at any time by providing thirty (30) days prior written notice to PSEC. The termination notice shall state the effective date of termination, which shall be not less than thirty (30) days from the date the notice is provided as required in this subsection.

C. Obligations on Termination. Owner shall cease operation of the System on the effective date of termination as provided in this Section 4. Owner shall permit PSEC to inspect the System and Structure as necessary to verify that Owner has ceased operation of the System.

5. MISCELLANEOUS

A. Records. Owner shall permit PSEC, upon reasonable notice, to inspect any records related to the System that are reasonably necessary to determine compliance with Applicable Laws and this Agreement, including but not limited to required permits, records of inspections or tests pursuant to the City Code, and any complaints or inquiries related to interference with other licensed communications services. To the extent permitted by Applicable Laws, including California public records laws, PSEC will keep confidential any documents reasonably considered to be confidential and marked as confidential by Owner at the time of submission to PSEC.

B. Notice. Any written notice either party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

TO PSEC: County of Riverside
Attn: PSEC Manager
7195 Alessandro Blvd
Riverside, CA 92605

TO OWNER: XXX
Attn:
Xxx
xxx

- 155 **C. Assignment.** Owner may not, without the prior written consent of PSEC, assign or
156 transfer its rights or obligations under this Agreement; consent shall not be
157 unreasonably withheld or delayed.
- 158 **D. Entire Agreement.** This Agreement, together with the Exhibits hereto, constitutes the
159 entire agreement between the parties pertaining to the subject matter herein and
160 supersedes all prior oral and written proposals, correspondence and memoranda with
161 respect thereto, and no representations, warranties, agreements or covenants, express
162 or implied, of any kind or character whatsoever with respect to such subject matter have
163 been made by either party to the other, except as expressly set forth in this Agreement.
- 164 **E. Modifications.** This Agreement may be amended, changed, waived or modified only
165 in a written document that is signed by both parties.
- 166 **F. Governing Law; Venue.** This Agreement shall be governed and construed according
167 to the laws of the State of California, without regard to its choice of law provisions.
168 Any action or suit to enforce or construe any provision of this Agreement by either
169 party shall be brought only in a court of competent jurisdiction in the County of
170 Riverside, State of California, and the parties hereto waive all provisions of law
171 providing for a change of venue in such proceedings to any other county.
- 172 **G. No Third-Party Beneficiaries.** PSEC and Owner are the only parties to this
173 Agreement and are the only parties entitled to enforce its terms. Nothing in this
174 Agreement gives, is intended to give, or will be construed to give or provide, any
175 benefit or right, whether directly, indirectly, or otherwise, to third persons unless such
176 third persons are individually identified by name herein and expressly described as
177 intended beneficiaries of the terms of this Agreement.
- 178 **H. Waiver.** Any waiver by PSEC of any breach of any one or more of the terms of this
179 Agreement shall not be construed to be a waiver of any subsequent or other breach of
180 the same or of any other term of this Agreement. Failure on the part of PSEC to require
181 exact, full, and complete compliance with any terms of this Agreement shall not be
182 construed as in any manner changing the terms or preventing PSEC from enforcement
183 of the terms of this Agreement.
- 184 **I. OSHA.** Owner shall comply with all requirements of the Occupational Safety and
185 Health Administration (OSHA) standards and codes as set forth by the U.S. Department
186 of Labor and the State of California (Cal/OSHA).
- 187 **J. Non-Discrimination.** Owner shall not discriminate in the provision of services,
188 allocation of benefits, accommodation in facilities, or employment of personnel on the
189 basis of ethnic group identification, race, religious creed, color, national origin,
190 ancestry, physical handicap, medical condition, marital status or sex in the performance
191 of this Agreement; and, to the extent they shall be found to be applicable hereto, shall
192 comply with the provisions of the California Fair Employment and Housing Act (Gov.
193 Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans

with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

K. Counterparts. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

L. No Financial Obligation. The Parties acknowledge and agree that there is no agreement to provide any direct financial support, including but not limited to payment, reimbursement, or obligation of funds. Any such financial commitment shall be stated in a separate written agreement subject to written approval by the Parties.

M. Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations hereunder.

N. Insurance.

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

I. Workers' Compensation:

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

II. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of OWNER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general

aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

III. Vehicle Liability:

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

IV. Professional Liability:

Owner shall maintain Professional Liability Insurance providing coverage for the Owner's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Owner's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and OWNER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that OWNER has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

V. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

COUNTY OF RIVERSIDE

OWNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY:  5/7/2025
AMRIT R. DHILLON DATE

EXHIBIT A

The following table contains the PSEC/700 MHz frequencies that may be repeated via an “In Building Distributed Amplifier System” or a “Distributed Antenna System.” The column labeled Transmit will be the input frequency or “downlink” from the radio site(s) to the DAS and the column labeled Receive will be the frequency or “uplink” from the DAS to the radio site(s).

Northwest Cell	CH #	Transmit (MHz)	Receive (MHz)
	CH1, CC	773.45625	803.45625
	CH5, IVD	772.60625	802.60625
	CH3, IVD	772.43125	802.43125
	CH4, BSI	772.05625	802.05625
	CH2, CC	772.94375	802.94375
	CH6, IVD	772.56875	802.56875
	CH7	772.19375	802.19375
	CH8	771.31875	801.31875

County of Riverside (New) 800Mhz Frequencies -Rebanded			
800Mhz	8CALL90	851.0125 TX	806.0125 RX
800Mhz	8CALL91	851.5125 TX	806.5125 RX
800Mhz	CALAW8	853.5125 TX	808.5125 RX

EXHIBIT B

The following list reflects the minimum specifications to be considered and acceptable in building amplification system and or systems.

Must be FCC Certified and have the FCC certification clearly marked and affixed to the device.

Must comply with FCC 90.219 rules, regulations, and guidelines regarding bi-direction amplifiers (“BDA”) in commercial service (47 CFR 90.219).

Must comply with National Fire Protection Association/International Fire Code requirements for BDA.

Must support the 806-869 MHz, 764-806 MHz and 764-869 MHz bands to support future systems and upgrades.

Must be a channelized system and have programmable filters that support channel bandwidths of:

- 12.5 kHz
- 25 kHz
- 3 MHz
- 9 MHz

Custom filters can be designed into the BDA by the system designer to meet specific system requirements in support of providing reliable Fire and City Safety BDA systems.

Must have installed System monitoring alarms in accordance with IFC and NFPA as applicable.

Must meet minimum signal strength and coverage requirements as defined in NFPA and IFC as applicable.

Must have no less than 24 hours of battery backup to ensure operations even when the commercial or emergency power has failed or been shut down.

Must be enclosed or housed in a NEMA-4 Enclosure.