

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



ITEM: 3.20
(ID # 29222)

MEETING DATE:
Tuesday, November 18, 2025

FROM : FIRE DEPARTMENT

SUBJECT: FIRE DEPARTMENT: Approve the Consulting Agreement No. 2025-1600 with National Public Safety Group, LLC for Consulting Services for the Computer Aided Dispatch (CAD) and Mobile Data System (MDS), for a Term of Sixteen (16) Months through March 18, 2027, All Districts; [Total Aggregate Cost: \$318,000; up to 10% in additional compensation; 25% Departmental General Funds, 31% Structural Fire Taxes, 44% Contract Reimbursement]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Agreement No. 2025-1600 between National Public Safety Group, LLC and the County of Riverside Fire Department (Agreement) for a term of sixteen (16) months through March 18, 2027, in the aggregate amount of \$318,000, and authorize the Chair of the Board to execute the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to: a) sign amendments that exercise the options of the Agreement, including modifications of the Scope of Work that stay within the intent of the Agreement; and, b) sign amendments to the compensation provisions that do not exceed ten percent (10%) of the total aggregate amount of the Agreement; and
3. Authorize the Purchasing Agent to issue Purchase Orders to National Public Safety Group, LLC for invoices received for services rendered that do not exceed the total Board-approved amount.

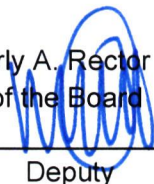
ACTION:


Bill Weiser, Fire Department Chief 10/30/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: November 18, 2025
xc: Fire

Kimberly A. 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	\$ 318,000	\$ 0	\$ 318,000	\$ 0
NET COUNTY COST	\$ 79,500		\$ 79,500	\$ 0
SOURCE OF FUNDS: 25% Departmental General Funds, 31% Structural Fire Taxes, 44% Contract Reimbursement			Budget Adjustment:	No
			For Fiscal Year:	25/26-26/27

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Fire Department seeks approval to enter into an Agreement with National Public Safety Group, LLC (NPSG) to provide consulting services for the Department's public safety software project, which includes modernization of the Computer Aided Dispatch (CAD) and Mobile Data System (MDS) platforms. The CAD and MDS system are utilized in the Fire Department's Emergency Command Center.

NPSG will lead the Department through Phase I (Needs Assessment) and Phase II (Selection Process) of the project. These services include identifying and documenting operational goals, evaluating partner agency integration needs, reviewing existing workflows and system requirements, and developing technical and scoring matrices to support the Request for Proposal (RFP) and vendor evaluation process. NPSG will also facilitate demonstrations, site reference visits, and assist with the development of evaluation criteria to ensure that the County selects the most qualified vendor to meet its public safety technology needs.

Approval of this Agreement will provide the Department with specialized expertise to guide a complex technology acquisition, mitigate risks associated with system replacement, and ensure that the County receives a cost-effective and operationally sound solution to enhance public safety service delivery.

Impact on Residents and Businesses

This Agreement will improve emergency response capabilities and service delivery by ensuring the County selects and implements a modern, reliable, and integrated public safety software solution. Enhanced CAD and MDS systems will support faster response times, better coordination among agencies, and improved public safety outcomes for residents and businesses across Riverside County.

Additional Fiscal Information

The following reflects the project payment schedule and cost distribution for the Agreement based on the scope of work milestones:

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

Month(s)	Milestone / Deliverable	Percentage	Total Contract Value	Payment	Cumulative Paid
1	Project initiation, kickoff meeting, data collection, and baseline assessment	15%	\$317,475	\$47,621.25	\$47,621
2	Ongoing consulting, risk assessment, and report development	6%	\$317,475	\$17,990.25	\$65,612
3	Ongoing consulting, risk assessment, and report development	6%	\$317,475	\$17,990.25	\$83,602
4	Mid-point review and draft findings presentation	6%	\$317,475	\$17,990.25	\$101,592
5	Program evaluation and field validation sessions	6%	\$317,475	\$17,990.25	\$119,582
6	Policy and training recommendations	6%	\$317,475	\$17,990.25	\$137,573
7	Department coordination and stakeholder review	6%	\$317,475	\$17,990.25	\$155,563
8	Progress report and adjustment review	6%	\$317,475	\$17,990.25	\$173,553
9	Implementation guidance and technical support	6%	\$317,475	\$17,990.25	\$191,543
10	Draft final report and validation workshop	6%	\$317,475	\$17,990.25	\$209,534
11	Revisions and management feedback integration	6%	\$317,475	\$17,990.25	\$227,524
12	Final report submission and presentation to Fire Executive Team	6%	\$317,475	\$17,990.25	\$245,514
13	Training and close-out sessions	6%	\$317,475	\$17,990.25	\$263,504
14	Post-implementation follow-up and evaluation	6%	\$317,475	\$17,990.25	\$281,495
15	Final invoice and contract reconciliation	6%	\$317,475	\$17,990.25	\$299,485
16	Contract completion and close-out certification	6%	\$317,475	\$17,990.25	\$317,475
Total		100%			\$317,475

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

Contract History and Price Reasonableness

The Agreement with National Public Safety Group is based on the pricing established under the Spokane, WA Regional Emergency Communications Agreement 22-1045/2024-2300 for Consulting and Management Services, which was awarded through a publicly advertised competitive bid process. National Public Safety Group has agreed to extend the same pricing and terms to Riverside County under this cooperative agreement, ensuring that the County benefits from competitively procured rates and favorable contract terms.

ATTACHMENT:

- Consulting Agreement No. 2025-1600

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

11/7/2025

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst

11/10/2025

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

11/5/2025



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into (the "Effective Date") upon execution of all necessary signatures by and between the Customer Riverside County Fire Department, 210 W. San Jacinto Ave, Perris, CA 92570 (the "Customer", and National Public Safety Group, LLC, a North Carolina limited liability company, 124 Newington Way, Aberdeen, North Carolina 28315, (the "Consultant" or "NPSG") (Customer and Consultant, individually, a "Party" and, collectively, the "Parties").

RECITALS

- A. The Customer intends to secure professional services more fully described in this Agreement, and on the attached Exhibit A, entitled "Scope of Services".
- B. The Consultant is experienced in the selection, procurement, and implementation of public safety software, hardware, and related systems and offered to provide the Customer and its affiliates with certain consulting services, and the Customer desires to receive the consulting services, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, the Parties hereby agree as follows:

1. Engagement.

- a. Services. The Customer hereby engages the Consultant to perform the Services, as more particularly set forth on Exhibit A (as may be amended or supplemented pursuant to the terms of the Agreement from time to time) (collectively, the "Services"), and the Consultant hereby accepts the engagement and agrees to provide the Services.
- b. Performance of the Services.
 - i. During the Term of the Agreement (as defined in Exhibit C), the Consultant commits to dedicate its best efforts to render the Services, and the Consultant shall work as many hours as may be reasonably necessary to timely render the Services pursuant to this Agreement.
 - ii. The Consultant shall render to the Customer and its affiliates (when applicable) the Services in a timely and professional manner consistent with industry standards applicable in the Consultant's field of work in accordance with this Agreement.
 - iii. The Consultant may subcontract certain portions of the Services or other obligations under this Agreement to parties whom or which the Consultant believes to be competent and professionally qualified. In performing the Services, the Consultant agrees to provide its own or subcontracted personnel, equipment, tools, and other materials at the Consultant's own expense. Consultant shall be fully responsible for the acts and omission of its subcontractors and the subcontractors' employees and shall indemnify and hold harmless the Customer from any and all acts, omissions, and claims of its subcontractors.



- iv. The Customer shall make its facilities and equipment available to the Consultant at no cost to Consultant and as reasonably necessary in connection with the Services.
2. Independent Contractor Relationship. The Consultant's relationship with the Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties. The Consultant is not the agent of the Customer or any of its affiliates and is not authorized and shall not have any authority to make any representation, contract, or commitment on behalf of the Customer or its affiliates, or otherwise bind the Customer or its affiliates in any respect whatsoever. For the avoidance of doubt, Consultant is not authorized to make any representation, contract or commitment on behalf of the Customer or its affiliates for the purchase of Public Safety Software Systems. The Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under this Agreement. The Customer may regularly report amounts paid to the Consultant with the Internal Revenue Service as required by law.
3. Compensation.
 - a. Consulting Fees. The Customer shall, in consideration of the performance of the Services, pay the Consultant the sums set forth on Exhibit B (the "Consulting Fees").
 - b. Travel Costs. If applicable, Customer shall pay Consultant for the Travel Costs listed on Exhibit B.
 - c. Payment Terms. The Customer agrees to the Scope of Work cost amount in Exhibit B and the Payment Terms set forth in Exhibit C.
 - d. Payments. Payments will be made by ACH within 30 days of being invoiced.
 - e. Late Payments are subject to a 1.5% interest fee per month on the outstanding late balance,.
 - f. Taxes. The costs outlined in Exhibit B do not include any taxes – local, county, state, or federal. Customer is responsible for paying all taxes, if any, on the services provided by the Consultant. If Consultant is required to pay applicable taxes for the Customer's specific jurisdiction, those will be invoiced to and paid by the Customer. Consultant, however, shall be responsible for its income taxes.
4. Term and Termination.
 - a. Term. This Agreement shall commence on the Effective Date and shall terminate pursuant to the timeline in Exhibit C.
 - b. Effect of Termination. The termination of this Agreement shall in no way affect or impair any right which accrued to either Party prior to the date when such termination became effective. Upon the effective date of any termination of this Agreement, the Consultant shall immediately cease performing the Services. The provisions of Section 2, Section 3(b), Section 5, Section 6, Section 7, Section 8, Section 9, and this Section 4(b) shall survive termination of this Agreement.



- c. Extended Services. In the event the project goes longer than expected, and more consulting services are needed by the Customer, the Customer can continue on a month to month basis. The following terms will apply:
 - i. The payments will remain the same for up to 12 months after expiration of the Amendment.
 - ii. During the Extended Services phase, Customer can cancel with only 60 days notice.
- d. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

5. Confidentiality.

- a. Customer Confidential Information. By virtue of this Agreement, the Consultant will have access to confidential information and materials of the Customer that is provided to the Consultant after the execution of this Agreement and so designated in writing (collectively, the "Customer Confidential Information"). Customer Confidential Information does not include information that (i) is already in the Consultant's possession at the time of disclosure by the Customer, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Consultant, (iii) is obtained by the Consultant from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Consultant. The Consultant shall not use Customer Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The Consultant shall not disclose Customer Confidential Information to any third parties except as otherwise permitted hereunder. The Consultant shall maintain Customer Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The Consultant shall promptly advise the Customer in writing of any misappropriation or misuse of Customer Confidential Information of which the Consultant becomes aware.
- b. Consultant Confidential Information. By virtue of this Agreement, the Customer will have access to confidential information and materials of the Consultant that is provided to the Customer after the execution of this Agreement and so designated in writing (collectively, the "Consultant Confidential Information"). Consultant Confidential Information does not include information that (i) is already in the Customer's possession at the time of disclosure by the Consultant, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Customer, (iii) is obtained by the Customer from an unrelated third party without a duty of confidentiality, (iv) is independently developed by the Customer or (v) is subject to applicable federal and state disclosure laws, such as the California Public Records Act. The Customer shall not use Consultant Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The Customer shall not disclose Consultant Confidential Information to any third parties except as otherwise permitted hereunder. The Customer shall maintain Consultant Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar



nature or sensitivity, but no less than reasonable care under the circumstances. The Customer shall promptly advise the Consultant in writing of any misappropriation or misuse of Consultant Confidential Information of which the Customer becomes aware.

- c. Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the Consultant from disclosing Customer Confidential Information or the Customer from disclosing Consultant Confidential Information to the extent required by a judicial order or other legal obligation; provided, however, that, in such event, the Party from which disclosure is sought shall promptly notify the other Party in writing to allow intervention (and shall cooperate with the Party from which disclosure is sought) to contest or minimize the scope of the disclosure (including application for a protective order) and shall provide such notice prior to making any disclosure. Further, Each Party may disclose the terms and conditions of this Agreement (i) in confidence, to legal counsel, (ii) in confidence, to accountants, and (iii) in connection with the enforcement of this Agreement or any rights hereunder.
- d. Equitable Relief. The Consultant acknowledges that unauthorized use or disclosure of Customer Confidential Information could cause the Customer irreparable harm for which its remedies at law would be inadequate, and, similarly, the Customer acknowledges that unauthorized use or disclosure of Consultant Confidential Information could cause the Consultant irreparable harm for which its remedies at law would be inadequate. Accordingly, each Party acknowledges and agrees that the other Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief enjoining any breach or threatened breach of its obligations hereunder.

6. Warranties.

- a. Authority. Each Party represents, warrants, and covenants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consent or approval not yet obtained.
- b. No Implied Warranties. The Customer agrees that (i) the Consultant is not the manufacturer, distributor, or developer of any of the products or services subject to the Services (collectively, the "Third-Party Products"), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer, distributor, or developer thereof and not the Consultant, and (iii) the Consultant bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). THE WARRANTY SET FORTH IN SECTION 6(A) IS THE ONLY WARRANTY MADE BY THE CONSULTANT HEREUNDER. THE CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

7. Limitation on Liability. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY ORDER OR OTHER AGREEMENT BETWEEN THE CONSULTANT AND THE CUSTOMER OR THE CONSULTANT'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE CONSULTING FEES PAID IN THE PREVIOUS TWELVE MONTHS BEFORE TERMINATION. IN



NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR GOODWILL, WHETHER OR NOT THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This limitation of liability represents an allocation of risks between the Customer and the Consultant, which allocation is reflected in the Consulting Fees. The Customer acknowledges that the amount of the Consulting Fees reflects and incorporates the disclaimer of warranties and limitation of liability and remedies set forth herein (without which the Consulting Fees would have been substantially higher). Further, without limitation upon the generality of any other provision hereof, the remedies of the Customer shall be limited to the refund of the Consulting Fees.

8. Indemnification.

- a. Consultant. The Consultant shall indemnify, defend, and hold the Customer, its officers, and its employees harmless from and against any and all Indemnifiable Losses incurred or suffered by the Customer to the extent arising out of or resulting from the negligence, gross negligence or willful misconduct of the Consultant in its performance under this Agreement, except as caused by Customer's sole or gross negligence. The Customer shall, in the event of a claim for indemnification under this Section 8(a), provide the Consultant with all reasonable information and assistance to settle or defend the claim, and the Consultant shall not, without the prior written approval of the Customer, not to be unreasonably withheld or delayed, consent to the entry of any judgment or enter into any settlement with respect to any claim for indemnification under this Section 8(a) (i) if the judgment or settlement does not include, as an unconditional term thereof, a release from all liability in respect to the claim to the Customer and its employees or (ii) if, as a result thereof, injunctive or other equitable relief would be imposed against the Customer or any of its employees or if the judgment or settlement could reasonably be anticipated to materially and adversely affect the business, operations or assets of the Customer or any of its employees.
- b. Customer. The Customer shall indemnify, defend, and hold the Consultant and its officers, and employees harmless from and against any and all Indemnifiable Losses incurred or suffered by the Consultant to the extent arising out of or resulting from the breach by the Customer of this Agreement or the negligence, gross negligence or willful misconduct of the Customer in its performance under this Agreement, except as caused by Consultant's sole or gross negligence. The Consultant shall, in the event of a claim for indemnification under this Section 8(b), provide the Customer with all reasonable information and assistance to settle or defend the claim, and the Customer shall not, without the prior written approval of the Consultant, not to be unreasonably withheld or delayed, consent to the entry of any judgment or enter into any settlement with respect to any claim for indemnification under this Section 8(b) (i) if the judgment or settlement does not include, as an unconditional term thereof, a release from all liability in respect to the claim to the Consultant and its members, managers, and employees or (ii) if, as a result thereof, injunctive or other equitable relief would be imposed against the Consultant or any of and its members, managers or employees or if the judgment or settlement could reasonably be anticipated to materially and adversely affect the business, operations or assets of the Consultant or any of and its members, managers or employees.
- c. Indemnifiable Losses. "Indemnifiable Losses" means all costs and expenses paid or payable in settlement in connection with a claim subject to indemnification under this Section 8.



9. Non-Disparagement.

- a. Consultant. The Consultant agrees to instruct its members and employees to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about the Customer or any of its officers or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to the Customer or any of its employees or officers; provided, however, that the foregoing restrictions shall not apply to any testimony that the Consultant is compelled by law to give (whether written or verbal).
- b. Customer. The Customer agrees to instruct its officers, officials, employees and representatives to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about the Consultant or any of its members or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to the Consultant or any of its employees or members; provided, however, that the foregoing restrictions shall not apply to any testimony that the Customer is compelled by law to give (whether written or verbal).

10. Insurance. The Consultant will maintain general liability insurance in the amounts shown in Exhibit D of this agreement.

11. Miscellaneous.

- a. Entire Agreement; Waiver; Amendment. This Agreement, including any appendices hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other prior agreements or undertakings with respect to the subject matter hereof, both written and oral. No delay or failure on the part of any Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Party against which or whom enforcement is sought, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- b. Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties. If, moreover, any provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
- c. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any and all claims, controversies, and causes of action arising



out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of California, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. Each Party hereby (i) irrevocably submits and consents to the exclusive jurisdiction and venue of the State of California Superior Court located in Orange County, California, as well as all respective appellate courts therefrom, (collectively, the "Courts") over any action, suit or proceeding arising out of or relating to this Agreement, (ii) consents to the exercise of personal jurisdiction thereover and venue in the Courts and hereby waives any objection and defense to the exercise of personal jurisdiction or venue, (iii) covenants that it will not commence any action, suit or proceeding arising out of or relating to this Agreement except in the Courts, and (iv) agrees that any action brought in contravention of this Section 11(c) is subject to dismissal at any time and at any stage of the action, suit or proceeding, and no action taken by the other Party in defending, counterclaiming or appealing shall be construed as a waiver of this right to immediate dismissal and a Party bringing an action in contravention of this in contravention of this Section 11(c) shall be liable to the other Party for the costs, expenses and attorneys' fees incurred in successfully dismissing the action or successfully transferring the action to the Courts. No provision of this Section 11(c) shall be construed, however, to affect the right of any Party to enforce a judgment rendered by the Courts in any other jurisdiction.

- d. Remedies. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.
- e. Notices. Any notice required or permitted to be given hereunder shall be in writing and given by (a) personal delivery, (b) overnight delivery by a nationally recognized courier (e.g., FedEx or UPS) to the address hereinabove set forth for the recipient or (c) by certified or registered mail, return receipt requested, by the United States Postal Service to the address set forth herein for the recipient. Any notice given set forth shall be deemed given upon the earlier of actual receipt or refusal of receipt. The address set forth herein may be changed as to any Party upon at least ten (10) days prior notice thereof to the other Party. The addresses hereinabove set forth may be changed as to any Party upon at least ten (10) days prior notice thereof to the other Parties.
- f. Construction. This Agreement was negotiated by the Parties and is to be deemed to have been prepared jointly by the Parties after arms-length negotiations. Any rule of construing language against the drafting party shall not apply.
- g. Exhibits. All Exhibits attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement (it being understood that all Parties need not sign the same counterpart). This Agreement, to the extent signed and delivered or countersigned and returned by means of a facsimile machine or other or electronic reproductive image of a manual signature, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

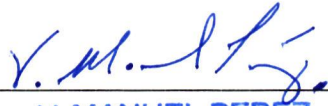


- i. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as giving any person or entity, other than the Parties hereto, any right, remedy, or claim under or in respect to this Agreement or any provision hereof.
- j. Headings. The section headings throughout this Agreement are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- k. Piggybacking. To the extent allowed by applicable law, any public procurement unit, within or without the Customer's state, which is permitted to purchase services and products under the terms of a contract entered into by another awarding or sponsoring public procurement unit ("Piggybacking") may do so subject to the terms of this subsection 11(k). The Parties shall permit other public procurement units to Piggyback on this Agreement for the purchase of the services and products provided hereunder; provided, however, that, notwithstanding any other provision of this Agreement or otherwise, any agreement that relies on Piggybacking of this Agreement shall (a) be subject to acceptance by Consultant in its sole and absolute discretion, (b) be subject to the execution and delivery of all applicable contracts on terms and conditions acceptable to Consultant in its sole and absolute discretion, and (c) include a provision under which the customer thereunder shall defend, indemnify and hold Consultant harmless from all claims, demands, expenses, and causes of actions, of every kind, arising out of, or in any way connected to, directly or indirectly, the use of this Agreement, except as caused by Consultant's sole or gross negligence.
- l. Customer is piggybacking off of the NPSG Consulting Agreement 22-1045 with Spokane Regional Emergency Communications, dated June 9, 2022.



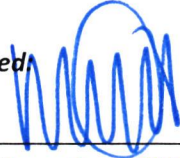
IN WITNESS WHEREOF, this Agreement is executed as of the date written above.

CUSTOMER


Signature: 
 Name: V. MANUEL PEREZ
 Title: CHAIR, BOARD OF SUPERVISORS
 Date: NOV 18 2025

ATTEST:

Optional, only if needed

Signature: 
 Name: Whitney Mayo for KIMBERLY A. RECTOR
 Title: DEPUTY
 Date: NOV 18 2025

APPROVED AS TO FORM:

Minh C. Tran, County Counsel
 Signature: 
 Name: Amrit P. Dhillon
 Title: Deputy County Counsel
 Date: November 7, 2025

National Public Safety Group, LLC

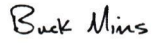
Signature: 
 Name: Buck Mims
 Title: Chief Executive Officer
 Date: October 16, 2025



Exhibit A
Scope of Work

NPSG will assist the Customer with their public safety software project, which will include:

- Computer Aided Dispatch (CAD)
- Mobile Data System (MDS)

NPSG will provide services for the following agencies:

- Riverside County Fire Department

NPSG will provide Phase I and Phase II for the term of this Agreement, which is defined in Exhibit C. Phase III and Phase IV are listed as additional services that can later be purchased from this agreement pursuant to Section 4(c).

Phase I

Needs Assessment

The NPSG team will perform a thorough Needs Assessment, which will include services such as:

- Identify and document goals and objectives
- Review and take notes from any existing strategic plans that may be in place
- Document any partner agencies that need integration—public safety agencies, neighboring counties, public works, etc. This includes existing agreements and future wants
- Identify the agency's Project Team
- Identify the time goals/deadlines of your specific project
- Provide a project schedule in the NPSG project tool for the Needs Assessment, Selection, and Procurement phases
 - Chosen software provider will have their own project tool for the software project
- Set up and lead bi-weekly calls throughout the Needs Assessment to ensure assigned tasks on both sides are being completed
- Interview the different department and division team members to find out workflows, software needs, issues, and processes
- Create a technical matrix that is used for the RFP, statement of work, and agreement
- In preparation for the Selection process, we build the following in the Needs Assessment process:
 - Demo scripts for post RFP demonstrations
 - Build the scoring criteria for the demonstrations and agency site reference visits
- Create a Needs Assessment document that is to be used once a contract is signed with a public safety software provider. This document is a discovery document to assist the provider implement their solution. It includes information on interfaces, conversion and data retention requirements, workflows, approval processes, the respective contact people involved, and other logistical data that can ensure the projects start efficiently and effectively.



Phase II

Selection Process

The NPSG team will lead and manage the Selection process, as the Customer(s) desires, which will include services such as:

- Work with Customer's Procurement, Risk, Legal, and operational Departments to complete an RFP template if going to bid
- Work with the Customer to ensure the Final RFP and technical matrix contains the needed criteria for a successful selection and implementation
- Upon receiving RFP responses from responding vendors, the NPSG team does a full assessment of the responses. This includes assessments of each section in our RFP template, to include pros, cons, and notes on information pertaining to:
 - Company
 - Financial information
 - Contracts cancelled or unfulfilled
 - References
 - Litigation, arbitration, and civil disputes
 - Infrastructure
 - Cybersecurity
 - Professional services model
 - Updates/Enhancements
 - Support / SLA
 - Cost proposal breakdown and comparison
 - Exceptions taken to the RFP
 - Technical matrix breakdown, pros, and cons
- Come onsite for roundtable presentation of the results to select finalists to be considered
- Lead and manage the Selection process to include:
 - Provide a scoring matrix, which is determined after meeting with Customer to identify performance metrics. We complete the 1st draft in the Needs Assessment process above but finalize it after the Customer has reviewed the received RFP Proposals.
 - Provide survey software and instructions for Customer to score the presentations.
 - Set up and manage the Technical / Pro Services presentation following demonstrations
 - Set up and attend agency site reference visits with the Customer
 - Come onsite for a final roundtable presentation to review all findings to select the finalist to be awarded
 - Attend any management or Commissioner meetings needed to move forward with a formal selection



Not included in this agreement, but that can later be purchased with an Amendment pursuant to Section 4(c).

Phase III

Procurement Process

The NPSG team will lead and manage the Procurement process, as the Customer(s) desires, which will include services such as:

- Upon a Vendor being awarded a Selection, NPSG retrieves the company's contract
- NPSG works with the Customer's Procurement, Risk, Legal, and operational departments to vet the agreement.
- The NPSG Procurement Team has a system for contract negotiations which include vetting the following criteria:
 - Price – One time costs and ongoing costs
 - Payment terms
 - Statement of Work (SOW) Review
 - You are assigned a Project Manager is specifically assigned to the SOW, who has a deep understanding and familiarity public safety software statements of work
 - Determine accuracy of the Statement of Work (SOW)
 - Professional Services standards
 - Project Manager – work to ensure they have the needed experience to implement a project of your magnitude
 - Project tools – work to ensure the provider will be using acceptable project management tools to track and implement your project
 - Team members – work to ensure the assigned team members have the needed experience to implement a project of your magnitude
 - Work to ensure there is a reliability testing plan that is sufficient
 - Support level agreement
 - Support tiers with guaranteed response times
 - Penalties for delayed responses when possible
 - Annual SSMA or Subscription increase percentage caps
 - If SaaS, guaranteed uptime with penalties
 - Ongoing support parameters
 - Cybersecurity standards
 - Identification of personnel who will be assigned to support Customer
 - Updates and Upgrades
 - Costs
 - Process
 - All Terms and Conditions, with some specific language regarding
 - Assignment
 - Non-interference
 - Data ownership
- NPSG assists in redlining and commenting on the price, terms, and conditions to assist the agency in finalizing a successful contract
- Attend management or Commissioner meetings needed to get approval for the contract signing



Phase IV

Project Management

The NPSG team will lead Project Management services, as the Customer(s) desires, which will include services such as:

- We provide the **Needs Assessment Summary** document to the vendor before kickoff to ensure they have as much knowledge as possible to prepare for the project
- Track and work to ensure the software provider delivers on the contractual obligations set forth in their agreement
- Attend and assist with kickoff and discovery sessions working to ensure all goals and objectives are understood and documented
- Work with software vendor and customer to develop a detailed implementation schedule
- We work to ensure the training plan scheduled is conducive with agency needs – schedules, union rules, other limitations
- Our Project Managers and Software Consultants attend meetings and calls as appropriate and deliver detailed notes after each call
- Prior to weekly project status meetings, we have weekly one on ones with the customer and vendor, which helps make the status calls more efficient and effective
- We work to ensure the agency and vendor are on track to ensure there is no project delay
- Work to ensure client assigns appropriate resources for project success
 - This entails identifying what personnel resources will be needed for a project of your scope
- Work to make sure any showstopper items are identified and promptly resolved by the responsible party before becoming major issues
- Monitor risks and change requests throughout the project.
- Review and recommend approval of software invoices as requested by the Customer
- Assist client with preparing for monthly Steering Committee Meetings
- Manage progress of data conversions or any access to legacy data to ensure these processes are not going to delay the project
 - Work to ensure client stays on track with validations
 - Work to ensure vendor stays on track with fixing issues for the next data conversion run
 - Work with client to help ensure they are bringing clean data into their new system
- Retrieve functional and load testing plans from software providers
 - Document issues found during testing and continuously follow-up with the vendor on resolution and retesting plans
 - Assist with prioritizing issues and ensuring go-live issues get worked on first
- Work to ensure there is a detailed go-live plan before the system is put into live operation
 - Work with vendor to ensure there is a go live checklist for both their staff and the agency's staff
 - Work to ensure the vendor has lined up go-live support from third parties involved in interfaces, which may need go-live support
- Continue to follow up for any post go-live action items, such as pending interfaces, conversion items, or anything else that was not completed and delivered