



PSEC Use Agreement for
Emergency Radio Use with
Alvord Unified School District

PSEC USE AGREEMENT

This PSEC Use Agreement ("Agreement") is made and entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY"), and Alvord Unified School District ("AGENCY"), collectively "the Parties."

RECITALS

WHEREAS, COUNTY operates, manages and maintains the Public Safety Enterprise Communication System ("PSEC System") and all infrastructure equipment utilized to support "subscribers" on the PSEC System; Maintenance of subscriber equipment i.e. consoles, handheld radios, mobiles radios, 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,

WHEREAS, AGENCY desires to use the PSEC System, in compliance with the terms of this Agreement and without ever 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) to access and use, solely during the terms, as defined in Exhibit C which is attached and incorporated herein, the PSEC System, at COUNTY's sole and exclusive discretion. Subject to the 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 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 at all times. The full PSEC Governance Charter is available upon request.

II. Period of Performance

The initial term of this Agreement shall commence upon execution by both Parties and expire on January 31, 2027 (the "Initial Term"), unless earlier terminated. The rates payable by AGENCY during a Renewal Term is defined in Section III of this Agreement.

III. Payment

PSEC System rates are reviewed and approved annually by the Board, with changes taking effect automatically on July 1 of each year. On July 1 of every year, the rates for PSEC System use and maintenance under this Agreement will automatically adjust based upon these new rates, in accordance with Riverside County PSEC Rate Guide, which is attached as Exhibit A and incorporated herein by this reference. COUNTY will provide a written notice of rate changes a minimum of 30 days prior to implementation.

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 1.5% of the outstanding balance 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 to, access or use 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, or 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 will 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.

VIII. 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 Chairman, as its authorized representatives to administer this Agreement.
- C. Notices: Notices required or given by either party shall be to the following:

<u>COUNTY:</u>	<u>AGENCY</u>
County of Riverside, PSEC Timothy Brause, Lieutenant 7195 Alessandro Blvd. Riverside, CA 92506 (951) 955-2526	Alvord Unified School District Kevin Enemaker <i>Sandy Fielding</i> 9 KPC Parkway Corona, CA 92879 (951) 509- 6110 <i>5139</i>

- 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.

IX. 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.

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 (i) of Section 1633.2 of the Civil Code.

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

COUNTY:
COUNTY OF RIVERSIDE

AGENCY:
ALVORD UNIFIED SCHOOL DISTRICT

By: _____
Name:
Title:

By: _____
Name: Dr. Resma Byrne
Title: Asst. Superintendent of Ed. Services

Dated: _____

Dated: _____

By: _____
Name: Chet Ashbaugh
Title: PSEC Chairman

Dated: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Kristine Bell-Valdez
Deputy County Counsel

Dated: _____

EXHIBIT A
PSEC BOARD APPROVED RATES

The published rate guide reflects a cost of \$29.87 for each emergency radio user (listed as communication device) for Fiscal year 21/22.

SERVICE DESCRIPTION	DEFINITION	FY 21/22 RATE	UNIT
Subscriber			
Device - Emergency radio	Monthly charges for emergency radio use	\$29.87	Per Device per Month
Device - Holiday radio	Monthly charges for holiday rate radio use	\$33.95	Per Device per Month
Device - Communication device	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$164.19	Per Device per Month
Device - Form 11, 3.29	Monthly charges for the based consolette, consoles, mobile and portable radio unit	\$41.04	Per Device per Month
Vehicle			
Vehicle Repairs	Material and Shipping	Cost (Shipping & Materials)	
Technician			
Technician Expert Time (during business hours)	Hourly shop and field radio, infrastructure, and microwave repair rate	\$68.43	Per Hour
Technician Expert Time (after business hours)	After hours (overtime) shop and field radio, infrastructure, and microwave repair rate	\$71.46	Per Hour
Microwave and Site			
Rack	Set rate for monthly full rack mount charge	\$523.56	Per Month
Half Rack	Set rate for monthly half rack mount charge	\$261.78	Per Month
Floor Space	Set rate for monthly square footage charge excluding rack space	\$523.56	Per Month
Antenna Mounted Lower	Set rate for monthly LMR antenna lower	\$300.00	Position of the antenna per month
Antenna Mounted Middle	Set rate for monthly LMR antenna middle	\$600.00	Position of the antenna per month
Antenna Mounted Top	Set rate for monthly LMR antenna top	\$900.00	Position of the antenna per month
Mile-T1	Monthly charge per T1 circuit mile	\$13.74	Per mile per month
Mile-Analog	Monthly charge per analog circuit mile for microwave transmission	\$0.89	Per mile per month
Application Fee	Application fee for FCC licensing or for permits	Actual Cost	Per application
Technology Engineering			
Engineering Expert Time	Hourly rate to design, implement and/or maintain radio communication networks and infrastructure of Countywide Communication facilities	\$112.46	Per Hour
Engineering Expert Time - Overtime	Weekend or after-hours rate to design, implement and/or maintain radio communication networks and infrastructure of Countywide Communication facilities	\$118.05	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 one 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. Encryption key may be changed by COUNTY when required.
5. 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.
6. 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.

7. AGENCY must maintain an updated record of subscriber/Console firmware and software changes.

8. PSEC Facility Maintenance Operations

Subscriber repair covered under a separate agreement will be may 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.

9. 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.

10. 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.

11. APPROVED EQUIPMENT as of July 1, 2021:

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

- Motorola MCC7500 (Firmware 19.01.01)
- Motorola APX Console (Firmware 19.01.01)
- Motorola APX Series 4000 Portables (Firmware 19.01.01)
- Motorola APX Series 6000 Mobiles and Portables (Firmware 19.01.01)
- Motorola APX Series 7000 Mobiles and Portables (Firmware 19.01.01)
- Motorola APX Series 8000 Portables and Mobiles (Firmware 19.01.01)
- Harris XL-45 (Firmware Version R12)
- Harris XL-95 (Firmware Version R12)
- Harris XL-145 (Firmware Version R12)
- Harris XL-200 (Firmware Version R12)
- Harris Unity (Firmware version-XGPRO6K07 _XG100P)
- Kenwood VP 6430 (Firmware 8.32.19)
- Kenwood VP5430 (Firmware 8.32.19)
- Kenwood NX5400 (Firmware 8.32.19)
- Kenwood VP 900 (Firmware 8.32.19)

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.

12. 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".

13. SPECIAL PROVISIONS

- If AGENCY wants to program their own radios, they must sign the Advanced System Key (ASK) agreement.
- AGENCY does not have the authority to program radio subscriber equipment for other agencies, including Federal agencies, without previous authorization from PSEC.
- This Agreement only authorizes devices that are APCO P25 Phase II TDMA (time division multiple access) compliant. FDMA (frequency division multiple access) radios are not authorized on the PSEC Radio System.

EXHIBIT C

STATEMENT OF WORK

This Statement of Work between the AGENCY and COUNTY describes the duties of each of the Parties.

The AGENCY is requesting to join the PSEC Radio System as an emergency user only with a total of 2 AGENCY owned subscribers. As an emergency user, AGENCY shall not use the system for day to day operations. AGENCY shall only use the PSEC System for Emergency Communications. PSEC will periodically assess the AGENCY's use of the system. Should PSEC, in its sole discretion, determine that the AGENCY has used the PSEC System for non-Emergency Communications, the AGENCY will be subject to the full-time user rate of the given fiscal year.

The AGENCY's area of operation will be covered by the Northwest 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.

COUNTY will develop the fleet map, review vendor created codeplug, and activate the ID's on the network for AGENCY. These costs are listed in the Cost Estimate Table in EXHIBIT A. "PSEC BOARD APPROVED RATES" of this Agreement.

Talkgroups

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

AGENCY represents by entering into this Agreement, that all their equipment conforms to the specifications of the PSEC System and AGENCY will abide by all programming guidelines set forth in this Agreement. All subscriber equipment on the PSEC System must support system key technology that will allow only authorized persons to program subscriber radios on the system.

County Responsibilities:

- COUNTY will hold the license for all master system key technologies and will provide child keys to AGENCY for radio programming.

- All subscribers (mobile, portable, and consolette) Logical Identification Numbers (LID) are defined and issued by the COUNTY. LID numbers are the intellectual property of the COUNTY and must be surrendered at termination of this agreement.
- COUNTY will engrave all portables and mobiles with PSEC Trunked radio unit IDs.

Agency Responsibilities:

- AGENCY agrees that all their equipment conforms to the specifications of the PSEC System and will abide by all programming guidelines set forth.
- All subscriber equipment on the PSEC System must support Advanced System Key technology that will allow only authorized persons to program subscriber radios on the system.
- AGENCY is solely responsible for procuring all equipment and services related to implementing their dispatch centers.