

Agreement
Between and Among the County of San Diego
and
Participating Cities and Jurisdictions
Regarding the Next Generation Regional Communication System
Providing Communication Services to Public Safety and Public Service Agencies
Operating in San Diego County and Imperial County
("NextGen RCS Agreement")

1. THE 1995 RCS AGREEMENT; TRANSITION TO NEXT GENERATION RCS

1.1 The 1995 RCS Agreement. Effective March 7, 1995, the County of San Diego ("County") and certain local governments and agencies entered into an agreement entitled the "San Diego County – Imperial County Regional Communications System Agreement Between the County of San Diego and Participating Cities and Jurisdictions Regarding the Implementation, Governance, Method of Funding and Costs of a Regional Radio System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County" (referred to as the "1995 RCS Agreement," a copy of which is attached as **Exhibit A**. Additional local governments and agencies signed onto the 1995 RCS Agreement, and all original and additional signatories (referred to as "1995 RCS Parties") are listed in **Exhibit B**. The 1995 RCS Agreement provides for the operation of a regional communication system by the County through its Sheriff's Department with the financial contribution of the 1995 RCS Parties. Other agencies and entities ("Customers") are allowed to use the RCS, upon recommendation by the RCS Board of Directors, through contracts with the County wherein a Customer pays fees as approved by the Board of Directors, with the revenues from such contracts flowing to the RCS Operating Account and RCS Trust Fund maintained by the County.

1.2 1995 RCS Governance. The 1995 RCS Agreement establishes a governance structure wherein the County, through the Sheriff's Department Wireless Services Division, operates and maintains the RCS with other County departments providing additional administrative support, and the County Board of Supervisors having ultimate fiscal and operational control over the RCS. The 1995 RCS Agreement establishes an RCS Board of Directors to make recommendations to the Board of Supervisors.

1.3 1995 RCS Fiscal Components. There are three basic fiscal components to RCS Party participation in the 1995 RCS Agreement and use of the RCS: (1) contribution to the construction of the RCS “backbone”, (2) monthly operating charges, and (3) each RCS Party’s own equipment and certain infrastructure costs. 1995 RCS Parties have paid or are paying their contribution to the backbone construction through several fiscal vehicles, including financing provided by the County and County Service Area (CSA) 135, formed pursuant to Government Code section 25210 et. seq. Relevant actions pertaining to CSA 135 include, but may not be limited to the following: In Fiscal Years 1995-1996 and 1996-1997, pursuant to Government Code section 25210.77a (repealed 2009), the County levied parcel charges for CSA 135. On June 2, 1998, voters in three cities approved special taxes without sunset dates to replace the parcel charges as follows: The City of Poway (CSA 135 Zone F) - Proposition J; The City of Del Mar (CSA 135 Zone B) -Proposition F; The City of Solana Beach (CSA 135 Zone H) - Proposition L.

1.4 1995 RCS Agreement Extensions. On May 5, 2009 (Minute Order No. 2) on recommendation of the RCS Board of Directors, the County Board of Supervisors approved the extension of the RCS Agreement to March 31, 2013. On August 7, 2012 (Minute Order No. 1), again on recommendation of the RCS Board of Directors, the County Board of Supervisors approved the extension of the 1995 RCS Agreement to March 31, 2016 in order to allow sufficient time to transition to a new or “next generation” (“NextGen RCS”) replacement regional communication system and to develop a new participating agency agreement governing the new system.

1.5 Next Generation Regional Communication System (“NextGen RCS”). The transition from the existing RCS to the NextGen RCS is to be implemented and facilitated by this NextGen RCS Agreement and will occur over the course of approximately five years as follows: The County intends to issue the Request for Proposals for the NextGen RCS (“NextGen RFP”) near the middle of calendar year 2014, close NextGen RFP responses by end of calendar year 2014, and award the NextGen RCS Contract in mid-2015. It is further anticipated that while performance on the NextGen RCS Contract will begin shortly thereafter, infrastructure and equipment replacement of the RCS by the NextGen RCS will begin in early 2016. It is anticipated that NextGen RCS installation will be completed in late 2018.

1.6 NextGen RCS Agreement; Purpose. The purpose of this NextGen RCS Agreement is to establish a degree of certainty among all Parties to the 1995 RCS Agreement and additional parties as to participation and partnership in the NextGen RCS. Such degree of certainty is necessary because the County, as the contracting and administering entity, must issue the Request For Proposals (“NextGen RCS RFP”) in 2014, and the scope of work, funding and financing discussions require a framework for participation be in place. This NextGen RCS Agreement also provides incentive for 1995 RCS Parties to execute this NextGen RCS

Agreement and become NextGen RCS Parties, indicating their good faith intention to participate, by establishing late joining penalties as set forth in section 3 of this NextGen RCS Agreement.

1.7 Transition from 1995 RCS Agreement. The purposes of this NextGen RCS Agreement include establishing participation in the sharing of NextGen RCS Shared Backbone Infrastructure costs and NextGen RCS governance. Given that the transition from the RCS to the NextGen RCS will occur in stages and over time, the NextGen RCS Parties agree that the 1995 RCS Agreement shall continue to be operative and govern the operation, maintenance, governance and administration of the RCS system until such time as the 1995 RCS Agreement expires in 2016, *except as follows*: This NextGen RCS Agreement will govern with respect to matters pertaining to setting NextGen RCS performance objectives, NextGen RCS implementation planning, and other matters that may relate to the NextGen RCS after transition from the RCS is complete. Upon expiration of the 1995 RCS Agreement, this NextGen RCS Agreement shall govern the RCS as it evolves to the NextGen RCS. Thus, from the execution of this NextGen RCS Agreement to the expiration of the 1995 RCS Agreement, there will be, to the extent required by the foregoing, dual governance structures, including dual boards of directors, which may or may not have members in common.

1.8 NextGen RCS Agreement; Authority. On *December 3, 2013 (Item No. 6)*, the Board of Supervisors authorized the Clerk of the Board to execute this NextGen RCS Agreement on behalf of the County. Each other NextGen RCS Party was authorized to enter into this NextGen RCS Agreement as indicated on their individual signature page.

2. NEXTGEN RCS OVERVIEW

2.1 1995 RCS. The RCS replaced the participating public service and public safety agencies' existing radio communication systems throughout San Diego and Imperial counties with what was at the time a modern, trunked radio system.

2.2 NextGen RCS. The NextGen RCS will replace, modernize and update the RCS and shall provide effective and reliable voice radio communications for routine intra- and inter-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. The NextGen RCS will include the following subsystems: a new trunked voice system, new microwave backhaul network, and a conventional voice system.

2.2.1 Trunked Voice System Description. The Trunked Radio System consists of the radio transmission equipment located at remote radio sites and the centralized system networking and management equipment necessary to provide voice radio services to the participating agencies in the RCS service area.

2.2.2 Microwave Backhaul Network Description. The Microwave Backhaul Network consists of the point-to-point radio and data switching equipment necessary to interconnect the sites where components of the trunked radio system and conventional radio systems (network hub and remote radio sites) are located.

2.2.3 Conventional Voice System Description. The Conventional Voice System consists of non-trunked ("conventional") radio base station equipment installed at remote radio sites to support voice radio communications between users of the RCS trunked radio system and non-RCS user agencies as required in day-to-day, mutual aid and disaster operations. The conventional voice system also provides limited backup voice communications capability in the event of a trunked system failure.

2.3 "Public Safety" and "Public Service" Agencies Defined

2.3.1 Public Safety agencies include all public law enforcement, fire service, EMS and disaster preparedness agencies in San Diego County and Imperial County.

2.3.2 Public Service agencies includes the State of California Department of Transportation (Caltrans) District 11 and other participating public agencies in the counties of San Diego and Imperial whose primary responsibility is providing citizens with services other than law enforcement, fire service, EMS, and disaster preparedness. Public Service agencies may also include Private-Non-Profit agencies operating under an agreement with a public agency.

2.4 Mutual Aid Communications. All law enforcement, fire service, EMS, disaster preparedness and participating public service agencies in San Diego County and Imperial County shall have access to mutual aid communications capabilities.

3. NEXTGEN RCS PARTICIPATION PARAMETERS AND CONTINGENCIES

3.1 Time Is Of The Essence. Due to the aging of the RCS, time is of the essence in the deployment of the NextGen RCS. Due to the anticipated construction time, the County intends to issue the NextGen RFP near the middle of calendar year 2014, close NextGen RFP responses by the end of 2014, and award the NextGen Contract in mid-2015. In order to provide a measure of confidence that there will be a certain level of participation and sharing in the NextGen RCS Shared Infrastructure Cost (See section 11.2), and to provide a minimal degree of certainty to the County of San Diego before it undertakes the extensive task of preparing and issuing a request for proposals or other form of solicitation to potential vendors of the NextGen RCS, the County has asked, and the NextGen RCS Parties have agreed to the participation parameters herein.

3.2 Signing Deadline. 1995 RCS Parties and other local governments and agencies that desire to be NextGen Parties must sign this NextGen RCS Agreement no later than March 31, 2014.

3.3 Late Signers; Penalties. 1995 RCS Parties or other local governments or agencies who have not signed the NextGen RCS Agreement by March 31, 2014 will be allowed to later sign onto the NextGen RCS Agreement and become NextGen RCS Parties during the period April 1, 2014 to July 31, 2014; however, such late-joining NextGen RCS Parties (“late signers”) will pay their NextGen RCS Shared Infrastructure Cost they would have paid had they executed this NextGen RCS Agreement by March 31, 2014, plus a late penalty amounting to 15% of the original participation share. Penalty fees will be handled according to Section 3.5.

3.3.1 1995 RCS Parties or other local governments or agencies who have not signed the NextGen RCS Agreement by July 31, 2014, will be allowed to sign onto the NextGen RCS Agreement and become NextGen RCS Parties until January 1, 2015; however, such late-joining NextGen RCS Parties (also “late signers”) will pay the NextGen RCS Shared Infrastructure Cost they would have paid had they executed this NextGen RCS Agreement by March 31, 2014, plus a late penalty amounting to 25% of the original participation share.

3.4 Final Cut Off. No 1995 RCS Parties or other local governments or agencies will be allowed to sign onto the NextGen RCS Agreement and become NextGen RCS Parties after January 1, 2015.

3.5 Disposition of Penalties Collected. Late penalties will be deposited to the NextGen RCS Trust Fund.

3.6 Financing. For NextGen RCS Parties that choose not to pay their share of the total NextGen RCS Shared Infrastructure Cost in total within sixty days of the issuance of the revised Exhibit C and prior to contract award, which is anticipated to occur in the spring or summer of 2015, a financing mechanism will be determined and made available by the County. Nothing in this section prohibits any NextGen RCS Parties from pursuing and obtaining their own financing. Payment and financing agreements will be separate and apart from this NextGen RCS Agreement. Financing mechanisms will not be available to pay for late signing penalties.

3.7 Contingencies. To facilitate the execution of this NextGen RCS Agreement, it is understood that a NextGen RCS Party may choose to be excused from performing under this NextGen RCS Agreement if any of the following contingencies are not met:

3.7.1 Vendor Contract – A contract must be awarded pursuant to the County’s NextGen RCS RFP or other solicitation.

3.7.2 County Funding. Funds for the County to undertake the NextGen RCS project must exist.

3.7.3 Actual Shared Infrastructure Costs. The total NextGen RCS Shared Infrastructure Costs, as determined by the vendor contract, does not exceed the budgetary estimate in Exhibit C by more than 10 percent (10%).

4. SCOPE OF AGREEMENT; CERTAIN REQUIREMENTS

4.1 NextGen RCS Parties. The purpose of the NextGen RCS and NextGen RCS Agreement is to provide a next generation communications system that provides optimum service to the NextGen RCS Parties. To that end, the NextGen RCS will be designed to provide optimum required service. Additionally, the NextGen RCS Parties, while executing this NextGen RCS Agreement, do not intend to cede any of their constitutional or statutory autonomy.

4.2 Frequency Licensing Or Transfer. NextGen RCS Parties shall co-license or transfer their currently allocated 800 MHz frequencies to the County of San Diego for use in the NextGen RCS.

5. NEW NEXTGEN PARTIES

5.1 "New Parties" are defined as public safety and public service agencies that are not "1995 RCS Parties". New Parties will be allowed to participate in this agreement and become a NextGen RCS Party.

5.2 If participation by a New Party requires enhancement or expansion of coverage beyond what is provided by the existing RCS on the effective date of this NextGen RCS Agreement, the New Party shall pay the costs associated with such enhancement or expansion, separate and apart from the financial responsibilities addressed in this NextGen RCS Agreement.

5.3 For informational purposes only that may be of benefit to the 1995 Parties, the County has identified potential New Parties and they are listed in Exhibit D.

6. NEXTGEN RCS PERFORMANCE REQUIREMENTS

6.1 Reliability. The NextGen RCS shall be designed to provide a high level of redundancy and reliability to support mission critical public safety communications. The overall system availability design objective shall be 99.999%. (Note: 99.999% system availability is the public safety "best practice" design objective; it is not a formally adopted standard.)

6.2 Design Objectives. The NextGen RCS design objectives for the performance of portable and mobile voice and the quality of coverage provided shall be determined by the NextGen RCS Board of Directors and appropriate County of San Diego staff.

6.3 Loading Requirements. The NextGen RCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.

6.4 Coverage Plan. The goal of the NextGen RCS is to provide the same general coverage footprint as is provided by the existing RCS and to correct existing deficiencies where practicable. The actual NextGen RCS radio service coverage plan shall be determined by a NextGen RCS Project Management Office to be created by the Sheriff's Department and with the consultation of the NextGen RCS Board of Directors.

7. NEXTGEN RCS ACCESS PRIORITIES

7.1 User Prioritization. In the event that all radio channels in the RCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting:

7.1.1 Priority One - Emergency Identification. An Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.

7.1.2 Priority Two - Public Safety

7.1.2.1 - Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster preparedness personnel using the RCS.

7.1.2.2 - Public Safety also includes RCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.

7.1.3 Priority Three - Non-Public Safety, Special Event. Non-Public Safety, Special Event includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.

7.1.4 Priority Four - Non-Public Safety, Regular. Non-Public Safety, Regular includes the normal daily radio transmissions of public service agencies using the system.

8. NEXTGEN RCS GOVERNANCE; CONTINUED RCS GOVERNANCE

8.1 . Limited Period Of Concurrent Governance. It is the intent of the NextGen RCS Parties that there shall be concurrent operation of, and governance by, this NextGen RCS

Agreement and the 1995 RCS Agreement during the construction of the NextGen RCS, as set forth in Section 1.7 above.

8.2 General NextGen RCS Governance Structure. The County of San Diego Sheriff's Department will operate and maintain the NextGen RCS. Other departments of the County of San Diego will provide support as necessary. As the governing body for the County, the Board of Supervisors shall have ultimate fiscal and operational control over the NextGen RCS and shall be ultimately responsible for the overall administration and direction of the RCS through interaction with the NextGen RCS Board of Directors, the assigned San Diego County staff and the NextGen RCS Parties.

9. NEXTGEN RCS BOARD OF DIRECTORS

9.1 Representation. There shall be a NextGen RCS Board of Directors, subject to the Ralph M. Brown Act (California's Open Meeting Law), that shall be the advisory body to the Board of Supervisors with respect to matters concerning the NextGen RCS, and shall make recommendations to the Board of Supervisors that serve the interest of all NextGen RCS Parties.

Except as noted below, the Board of Directors shall be composed of 10 (ten) directors representing public safety and public service agencies as outlined below:

County of San Diego (ONE)

City Manager (ONE)

San Diego County Sheriff's Department (ONE)

San Diego County Municipal Police Department (ONE)

San Diego County Fire Agencies (TWO)

Imperial Valley Emergency Communications Authority (TWO)

State of California Department of Transportation (ONE)

Schools Group (ONE)(Schools Group membership on the Board requires that at least four school districts are NextGen RCS Parties)

9.2 Members. Members of the NextGen RCS Board of Directors shall be determined in the following manner, according to the type of agency.

9.2.1 County of San Diego. The representative for the County of San Diego shall be the Deputy Chief Administrative Officer for Public Safety or his/her designee, preferably the Director of the Office of Emergency Services.

9.2.2 City Manager. The City Manager representative shall be a City Manager of a NextGen RCS agency selected by the San Diego City/County Managers Association.

9.2.3 Sheriff's Department. The delegate from the San Diego Sheriff's Department shall be the Sheriff or the Sheriff's designee.

9.2.4 Police. The municipal police representative shall be a police chief or designate from a NextGen Party municipal police department who shall be selected by the San Diego County Police Chiefs' and Sheriff's Association.

9.2.5 Fire. The two fire service representatives shall be fire chiefs or designees from NextGen RCS Party fire departments or fire services who shall be selected by the San Diego County Fire Chiefs' Association.

9.2.6 Imperial Valley Emergency Communications Authority ("IVECA"). IVECA shall designate two members of its Board of Directors to serve on the NextGen RCS Board of Directors.

9.2.7 Caltrans. The representative for Caltrans shall be selected by appropriate state authority.

9.2.8 Schools Group. The representative from the RCS Schools Group shall be selected by mutual agreement (or majority vote) of the superintendents of the member school districts.

9.3 Responsibilities of the NextGen RCS Board of Directors. Responsibilities shall include but not be limited to:

- Adopting by-laws to govern the NextGen RCS Board of Director's internal operations, consistent with the provisions of this Agreement.
- Meeting quarterly or more frequently, if necessary.
- Developing and approving NextGen RCS operating policies and procedures.
- Identifying participating agency needs and requirements.
- Addressing concerns of participating agencies.

- Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.
- Establishing subcommittees as necessary to ensure the interests and concerns of NextGen RCS Parties are represented and to ensure technical issues are thoroughly researched.
- Formulating the annual budget and submitting it to the County Board of Supervisors, via the Sheriff's Department, for approval.
- Monitoring the implementation of the NextGen RCS.
- Conducting programmatic reviews.
- Overseeing the establishment of long range plans.
- Making recommendations to the County Board of Supervisors.
- Making recommendations concerning the approval of customer contracts and rates for NextGen RCS services.

9.3.1 Board Transition. As set forth in Section 1.6 and 1.7, upon expiration of the 1995 RCS Agreement, the NextGen RCS Board of Directors shall have all the responsibilities set forth in this section also with respect to the RCS as it transitions to the NextGen RCS.

9.4 NextGen RCS Board of Directors Terms and Qualifications

9.4.1 Written Designation. Members of the NextGen RCS Board of Directors ("NextGen RCS Directors") shall be designated in a writing submitted to the Sheriff's Department by their respective NextGen RCS Party appointing authority. The term for each NextGen RCS Director shall be determined by her or his respective appointing authority provided, however, that each NextGen RCS Director shall at all times be an incumbent of a NextGen RCS Party. All NextGen RCS Directors serve at the pleasure of their appointing authority.

9.4.2 Alternates. The NextGen RCS Party appointing authority shall also select an alternate to the NextGen RCS Directors. Alternate members are encouraged to attend

regular Board of Directors meetings, but shall vote only in the absence of the primary NextGen RCS Director. No proxy voting is allowed.

9.4.3 Chairperson and Vice-Chairperson. The Chairperson and a Vice Chairperson of the NextGen RCS Board of Directors shall be biennially elected by a majority vote of the NextGen RCS Directors. The Chairperson and Vice Chairperson shall serve at the discretion of a majority of the NextGen RCS Directors, i.e., they may be replaced at any time by a majority vote of the NextGen RCS Directors. The Chairperson and Vice-Chairperson shall be selected from members representing NextGen RCS Parties other than IVECA, Caltrans and the Schools Group. For a NextGen RCS Board of Directors meeting to occur, either the Chairperson or Vice-Chairperson, and not their alternates, must be present.

9.5 Attendance at NextGen RCS Board of Directors meetings

9.5.1 NextGen RCS Directors are expected to attend all possible meetings to represent their group interests and to help conduct NextGen RCS business. Arrangements should be made for the alternate to attend in the absence of the primary representative.

9.5.2 The NextGen Board of Directors shall develop and promulgate a policy relating to attendance and absences by Directors and alternates.

9.5.3 Resignation from the NextGen RCS Board of Directors shall be submitted in writing to the chairperson and to the appointing authority.

9.6 NextGen RCS Board of Directors Voting

9.6.1 Members of the NextGen RCS Board of Directors and committees formed by NextGen RCS Board of Directors ("committees") shall vote on all items on the basis of one vote per member.

9.6.2 A quorum for the conduct of business exists when six (6) of the members are present at NextGen RCS Board of Directors meetings and three (3) of the six present represent NextGen RCS Parties other than IVECA, Caltrans or the Schools Group.

9.6.3 For any action to be taken by the Board of Directors, the vote in favor of the action must be a majority vote of the members of the Board of Directors present.

10. SHERIFF'S DEPARTMENT; WIRELESS SERVICES DIVISION

10.1 Sheriff's Wireless Services Division ("WSD") staff shall serve as advisors and staff to the NextGen RCS Board of Directors. The Manager of the WSD shall serve as the NextGen RCS Manager.

10.2 WSD staff shall manage the day-to-day operation and maintenance of the NextGen RCS subject to direction from and review by the NextGen RCS Board of Directors.

10.3 WSD staff shall provide support as necessary, but shall not have a voting right on any business before the NextGen RCS Board of Directors.

10.4 WSD staff shall perform the functions necessary to ensure that specific system performance guarantees are maintained throughout the term of the agreement.

10.5 **WSD Manager**. As the manager and operator of the NextGen RCS, the Sheriff's Department, and more specifically the WSD manager and staff, shall have the responsibility to:

10.5.1 Implement the NextGen RCS.

10.5.2 Seek NextGen RCS Board of Directors approval of major policy decisions.

10.5.3 Develop contracts with vendors.

10.5.4 Provide appropriate staff support to the NextGen RCS Board of Directors.

10.5.5 Retain employees and agents.

10.5.6 As authorized and limited by the County, acquire, hold or dispose of property necessary to operate the NextGen RCS.

10.5.7 Charge participating agencies for expenses incurred in ongoing maintenance and operation of the NextGen RCS.

10.5.8 Implement policy a set by the County, the Sheriff and the NextGen RCS Board of Directors.

10.5.9 Monitor and maintain NextGen RCS performance.

10.5.10 In conjunction with the NextGen RCS Board of Directors, develop and recommend the annual NextGen RCS budget to the County Board of Supervisors.

10.5.11 Reassign NextGen RCS priorities in extraordinary circumstances and make emergency repairs as required.

10.5.12 Provide information and support as necessary to the NextGen RCS Board of Directors.

10.5.13 Provide operating reports and technical information as necessary to assist the NextGen RCS Board of Directors.

10.5.14 Establish and maintain accounts and records, including personnel, property, financial, programmatic and other records deemed necessary by the NextGen RCS Board of Directors to ensure proper accounting for all ongoing operations and maintenance costs.

10.5.15 Use the records to justify any recommended adjustments to agency monthly operating charges.

10.6 Notice of WSD Staff Changes. The Sheriff's Department shall provide the NextGen RCS Board of Directors timely advance notice of impending personnel changes affecting any management staff assigned NextGen RCS responsibilities.

11. INFRASTRUCTURE, EQUIPMENT, SERVICES AND FISCAL ELEMENTS

11.1 Infrastructure. The NextGen RCS shall be divided into two infrastructure components: (a) the "shared backbone infrastructure" and (b) the participating agencies' infrastructure and equipment. These two parts are divided by a "line of demarcation" at the NextGen RCS network connection, which is the microwave network or common carrier termination point(s) used to interconnect the agency's radio consoles and other electronic communications devices to the RCS network.

11.2 NextGen RCS Shared Backbone Infrastructure Costs. The NextGen RCS Shared Backbone Infrastructure Cost is defined as the total cost of the equipment and services required to plan, design, procure and implement a P25 Trunked Voice Land Mobile Radio System, Microwave Transport Network, and Mutual Aid Conventional Radio System. NextGen RCS Shared Backbone Infrastructure costs shall not include agency equipment or services used to connect to the NextGen RCS (such as agency owned microwave transport or leased commercial connectivity), dispatch center equipment, and subscriber radios (mobile, portable, control stations) and ancillary devices.

11.3 NextGen RCS Shared Backbone Infrastructure Cost Apportionment – Imperial County Agencies. The NextGen RCS shall support NextGen Parties in both San Diego County and Imperial County. In 1995, local government entities in Imperial County formed the Imperial Valley Emergency Communications Authority (IVECA). IVECA was formed as a Joint Powers Authority to provide public safety communications services to the residents of the County of Imperial and its constituent cities. NextGen RCS Backbone Infrastructure costs for Imperial County sites, except as noted in 11.3.2, shall be the responsibility of IVECA.

11.3.1 IVECA shall bear the full cost of and retain ownership of all infrastructure installed in Imperial County which primarily supports IVECA agencies. IVECA shall also bear the

cost for any software and licenses required to operate the IVECA infrastructure on the NextGen RCS.

11.3.2 Costs for infrastructure installed at the two NextGen RCS sites that border the two counties, Hendrix Peak and Superstition Mountain, will be apportioned between San Diego County infrastructure costs and IVECA infrastructure costs based on talk group usage ratio calculated for calendar year 2013.

11.3.3 IVECA shall be responsible for paying a proportional cost of the "RCS Core" infrastructure equipment. The "RCS Core" is comprised of the computers networking devices that manage and control the NextGen RCS. The proportion shall be based on the same formula used to determine proportional costs for all SD County participating agencies (the average number of subscriber radios each participating agency had active on the RCS on September 1, 2013 and July 1, 2014 based on RCS billing invoices. The average number of radios on the system on those dates will be measured against the total number of all participating agency subscriber radios.)

11.3.4 The Request for Proposals issued by the County shall require responding vendors to include a proposal for separate vendor financing for IVECA.

11.3.5 IVECA may be excused from performance under this NextGen RCS Agreement if IVECA is unable to obtain financing on terms acceptable to IVECA.

11.4 San Diego County Agencies; Cost apportionment. NextGen RCS Shared Backbone Infrastructure costs for San Diego County governments and agencies that are NextGen RCS Parties but that are not members of the Imperial Valley Emergency Communications Authority are as follows:

11.4.1 The NextGen RCS Parties agree that they must pay a proportional cost of the NextGen RCS Shared Backbone Infrastructure costs.

11.4.2 NextGen RCS Parties further agree that they shall be responsible for paying their one-time NextGen RCS Shared Backbone Infrastructure Cost as determined by the apportionment model in Exhibit C, including any penalties for late signing, and any financing cost.

11.4.3 Total cost for the NextGen RCS Shared Backbone Infrastructure supporting San Diego County will be divided among all San Diego County NextGen RCS Parties. The portion of the total cost allocated to each NextGen RCS Party will be based on the number of radios each NextGen RCS Party has on the RCS, i.e., the "Radio Inventory Method" ("RIM"). In order to provide NextGen RCS Parties a pre-RIM calculation opportunity to make *bona fide*

adjustments to their radio inventories based on their respective individual agency requirements, the RIM calculation will be done as follows:

- Each NextGen RCS Party's radio inventory for purposes of the RIM calculation will be an average of the number of subscriber radios each NextGen RCS Party had on the RCS on September 1, 2013 and July 1, 2014. The average number of radios over those two dates will be measured against the total number of all participating agency subscriber radios.
- If two or more agencies consolidate, the active radio quantities will be combined from each agency for the two dates listed above.
- For New Parties that did not have radios on the RCS prior to or on September 1, 2013, their radio inventory for purposes of the RIM calculation will be determined by a review of the New Party's requirements for radio communications services on the NextGen RCS in the future. The review shall be conducted by County staff and presented to the RCS Board of Directors for approval.

11.4.4 Subscriber Radio Inventory Reductions. Radios deactivated from the RCS between May 1, 2013, and July 1, 2014, will be permanently deprogrammed from the RCS and will not allowed to be reactivated for use on the RCS or NextGen RCS except as direct one-to-one replacements for radios that are lost or become nonfunctional.

11.5 Final Cost Apportionment Totals. After all NextGen Parties have signed the agreement and after the final contract amount for the NextGen system has been determined, the County will issue an amendment to this agreement to update Exhibit C. (See section 14.3.) The amended Exhibit C will provide the final cost apportioned to each NextGen Party for shared infrastructure costs based on the final contract cost and total number of radios (to calculate the cost per radio). Exhibit C will include the September 1, 2013 and July 1, 2014 radio inventory totals for each agency and the final average.

11.6 Connection Costs; Maintenance. All NextGen RCS Parties, including both San Diego County and IVECA agencies, are responsible for all costs associated with procuring and installing the equipment necessary to connect to the NextGen RCS network and infrastructure and ongoing costs of connecting to the NextGen RCS. This shall not include maintenance of agency-owned microwave equipment used to connect to the NextGen RCS network which will be performed by the Sheriff's Department as a component of the NextGen RCS microwave network (supported by the NextGen RCS monthly operating fees).

11.6.1 Maintenance and other costs associated with the provision of primary and back up electrical power and other facility related costs in support of agency owned equipment shall be the responsibility of the agency.

11.7 Agency Subscriber and Dispatch Equipment. Subscriber and dispatch equipment are not part of the backbone infrastructure. The costs of purchasing, operating, and maintaining P25 compatible radio equipment, P25-compatible dispatch equipment, and any ancillary agency equipment is the sole responsibility of NextGen Parties.

11.8 Monthly Operating Fees

11.8.1 The costs of ongoing operations and maintenance of the trunked voice radio system, microwave network, and conventional radio systems shall be allocated to the participating agencies on a per radio basis.

11.8.2 The cost per radio shall be limited to those radios used on the NextGen RCS during normal operations.

11.8.3 Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing NextGen RCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.

11.8.4 The monthly per-radio network operating fee shall be in effect for a period of one year and shall be adjusted annually to reflect actual costs.

11.9 Other Fees. User fees for as-needed services such as programming and de-programming radios, training, or other services may be implemented by the NextGen RCS Board of Directors as required.

11.10 NextGen RCS Reserve "Trust Fund"

11.11.1 The RCS TRUST FUND was established by the Board of Supervisors on June 19, 2001 (14) for the purpose of having funds available for contingencies and future RCS upgrades, enhancements and eventual replacement.

11.12.2 Reserve funds, including interest, shall be maintained in the RCS Trust Fund.

11.13.3 All excess monthly operating fee revenue shall be transferred to the RCS Trust Fund at the close of each fiscal year.

11.14.4 Other revenue from non-parties shall either be used for NextGen RCS operations or may be directed to the RCS Trust Fund upon recommendation of the NextGen RCS Board of Directors and approval of the Board of Supervisors.

11.15.5 The NextGen RCS Board of Directors shall recommend to the Board of Supervisors the disbursement of money from the RCS Trust Fund as required.

12. PURCHASE OF NEXTGEN COMPATIBLE EQUIPMENT BY NEXTGEN PARTIES

12.1 Compatibility of Equipment Purchased By NextGen RCS Parties. It is the responsibility of each NextGen RCS Party to ensure that when purchasing equipment to connect to the NextGen RCS that such equipment is compatible. The NextGen RCS will be a "standards based" P25 system which is compatible with subscriber radios and dispatch consoles from numerous manufacturers provided the equipment has been tested and certified as being P25 compliant. NextGen RCS Parties may submit the specifications of equipment they intend to purchase to the WSD for back up verification of compatibility. However, the County bears no responsibility for the purchase of incompatible equipment.

12.2 Contract "Piggybacking". The County agrees that it will endeavor to include a "piggyback clause" in contracts into which it enters that involve NextGen RCS equipment. For purposes of this NextGen RCS Agreement, a "piggyback clause" means written permission for other government agencies to enter into contracts with the vendor on equally favorable or better terms and conditions.

13. TERM OF AGREEMENT

13.1 The term of the Agreement is for twenty (20) years from the date of this Agreement.

14. AGREEMENT MODIFICATION; ENTIRE AGREEMENT

14.1. Except as otherwise provided herein, all changes to the NextGen RCS Agreement may only be amended in writing with the approval of the governing bodies of all parties to this NextGen RCS Agreement. Prior to processing an amendment, a recommendation shall be requested from the NextGen RCS Board of Directors.

14.2. Except as otherwise provided herein, this NextGen RCS Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this NextGen RCS Agreement except as provided for in this NextGen RCS Agreement, except to the extent that (1) State or Federal agencies may require standard form contracts incorporating the terms of this NextGen RCS Agreement, (2) supplemental agreements may be required

relating to IVECA, and (3) separate agreements may be required related to financing and frequency licensing or transfer.

14.3 Exhibit C Revisions. Notwithstanding any other provision of this NextGen RCS Agreement, including but not limited to section 14.1, the NextGen Parties agree that, when final system costs are known, the County is authorized by the NextGen RCS Parties to amend Exhibit C of this NextGen RCS Agreement to reflect the final system costs in accordance with the cost apportionment method described in section 11. The NextGen Parties agree that the final Exhibit C as amended by the County and in accordance with the apportionment method described in section 11 (see, in particular, section 11.5) shall be the legally-binding Exhibit C to this NextGen RCS Agreement without further approval by the NextGen RCS Parties. The County shall distribute the amended final Exhibit C to the NextGen RCS Parties.

15. TERMINATION BY A NEXTGEN RCS PARTY OF ITS PARTICIPATION

15.1 Notice. In order to terminate participation prior to the end of the TWENTY year term, the withdrawing agency must provide to the NextGen RCS Board of Directors and the Sheriff's Department no less than a one year written notice of intent to terminate participation. In the event there are extensions to the NextGen RCS Agreement, written notice of termination must be given no less than 120 days prior to the end of the extension.

15.2 Conditions of Termination. A NextGen RCS Party may terminate pursuant to Section 15.1 on the following conditions:

15.2.1 The terminating NextGen RCS Party must return to the Sheriff's Department all County-purchased equipment unless the Sheriff's Department determines otherwise.

15.2.2 The terminating NextGen RCS Party is responsible for any and all NextGen RCS debts attributable to that NextGen RCS Party, regardless of extra-contractual consequences of termination, including but not limited to breach by the terminating NextGen Party of its own financing obligations or CSA 135 obligations.

15.2.3 If a terminating NextGen RCS Party brought frequencies to the NextGen RCS, the terminating NextGen Party and the NextGen RCS Board of Directors shall negotiate in good faith a settlement that either returns the same or equivalent operable frequencies to the terminating NextGen Party, or provides equitable compensation if frequencies are left with the NextGen RCS.

16. GOVERNING LAW

This NextGen RCS Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

17. DISPUTE RESOLUTION

NextGen RCS Parties shall meet, confer and attempt in good faith to resolve any disputes involving performance under this NextGen RCS Agreement. Disputes that are not resolved by the NextGen RCS Parties shall, upon written request by any one of the NextGen RCS Parties involved in the dispute, be submitted to non-binding mediation by a mediator agreed upon by the NextGen RCS Parties involved in the dispute. If the NextGen RCS Parties involved in the dispute cannot agree on a mediator, they shall ask the American Arbitration Association to appoint a mediator. Each party shall bear its own costs of participating in the mediation.

18. SIGNATURE PAGES

Each signature page shall include a description and reference to the source of authority for the person who is signing to execute contracts on behalf of their NextGen RCS Party. This NextGen RCS Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement.

Signature Page to NextGen RCS Agreement

Name of Party: County of San Diego

Party Authorization and Acceptance

On December 3, 2013 (Date), Item or Agenda No. 6,

the San Diego County Board of Supervisors
(Name of Governing Body)

Authorized the Undersigned
to Accept, Agree to and Execute This NextGen RCS Agreement on behalf of the

County of San Diego
(Name of Party)

As reflected in the attached Minute Order or similar documentation of the action taken.

Typed Name and Title of Authorized Party Official:

Thomas J. Pastuszka
Clerk of the Board of Supervisors

Signature of Authorized Party Official:

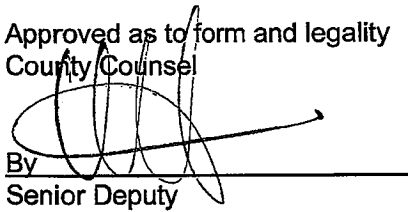


Date of Signature:

12.9.13

Approved as to form and legality
County Counsel

By _____
Senior Deputy



Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 12/3/13 Minute Order No. 6
By: Nancy V. York Date: 12/6/13
Deputy Clerk of the Board Supervisors

SP

Signature Page to NextGen RCS Agreement

Name of Party:

Party Authorization and Acceptance

On _____ (Date), Item or Agenda No. _____,

the _____
(Name of Governing Body)

Authorized the Undersigned
to Accept, Agree to and Execute This NextGen RCS Agreement on behalf of the

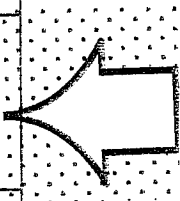
(Name of Party)

As reflected in the attached Minute Order or similar documentation of the action taken.

Typed Name and Title of Authorized Party Official:

Signature of Authorized Party Official:

Date of Signature:



List of Exhibits

<i>Exhibit A</i>	<i>San Diego County-Imperial County Regional Communications System Agreement of March 7, 1995</i>
<i>Exhibit B</i>	<i>1995 RCS Parties</i>
<i>Exhibit C</i>	<i>Estimated RCS NextGen System Cost. (Includes Exhibit C-1, C-2, and C-3)</i>
<i>Exhibit C-1</i>	<i>Cost Apportionment for San Diego County Shared Infrastructure Per Party</i>
<i>Exhibit C-2</i>	<i>Cost Apportionment for RCS NextGen Core (Portion of the Shared Infrastructure Cost)</i>
<i>Exhibit C-3</i>	<i>Cost Apportionment for the Combined Infrastructure and RCS NextGen Core</i>
<i>Exhibit D</i>	<i>Potential New RCS NextGen Parties</i>

Exhibit A

**"San Diego County-Imperial County Regional Communications System
Agreement of March 7, 1995"**

San Diego County – Imperial County



Regional Communications System

Agreement

Between the County of San Diego and Participating Cities and Jurisdictions Regarding the Implementation, Governance, Method of Funding and Costs of a Regional Radio System Providing Communication Services to Public Safety and Public Service Agencies Operating in San Diego County and Imperial County.

March 7, 1995



San Diego County - Imperial County
REGIONAL COMMUNICATIONS SYSTEM AGREEMENT
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San Diego County — Imperial County
REGIONAL COMMUNICATIONS SYSTEM
Participating Agency Agreement

1. Purpose and Intent of Agreement

- 1.1. This Memorandum of Agreement dated as of March 7, 1995, between the parties named in Exhibit "A" and the County of San Diego, a political subdivision of the State of California, provides for the development and operation of a Regional Communications System (*RCS*) benefiting the radio communication needs of public safety and public service agencies operating in the counties of San Diego and Imperial.
- 1.2. Nothing in this Agreement is intended to lessen participating member jurisdictions' authority over and responsibility for events occurring within their jurisdiction.
- 1.3. In order to provide an alternate source of funding for agencies participating in the RCS, the County of San Diego has formed County Service Area (*CSA*) 135 pursuant to Government Code (*GC*) Section 25210.1 et. seq.
- 1.4. For participating agencies deciding to use CSA 135 to fund their system costs, the County intends to levy parcel charges according to benefit per §25210.77a GC.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

2. Regional Communications System (*RCS*) Overview

- 2.1. The RCS will replace the participating public service and public safety agencies' existing radio communication systems throughout San Diego and Imperial counties with a modern, trunked radio system.
 - 2.2. The RCS will include a separate Mobile Data System (*MDS*) that will be used to transmit data for regional public safety and public service users over 800 MHz radio frequencies dedicated to that purpose. Participation in the *MDS* is not mandatory, and the *MDS* coverage area will be subject to agency participation.
 - 2.3. The RCS shall provide effective and reliable radio communications for routine intra-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations. Public safety and public service agencies throughout the counties of San Diego and Imperial will have the opportunity to join the RCS.
 - 2.4. For the purposes of this Agreement, *Public Safety* and *Public Service* agencies are defined to include:
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Participating Agency Agreement



- 2.4.1. **Public Safety** includes all law enforcement, fire service, EMS and disaster preparedness agencies in San Diego County and Imperial County.
 - 2.4.2. **Public Service** includes the State of California Department of Transportation (**CALTRANS**) District 11 and other participating agencies in the counties of San Diego and Imperial whose primary responsibility is providing citizens with services other than law enforcement, fire service and disaster preparedness.
 - 2.5. All law enforcement, fire service, disaster preparedness and participating public service agencies in San Diego County and Imperial County shall have access to mutual aid communications capabilities.
 - 2.6. Communications with agencies that have installed their own 800 MHz radio systems shall be facilitated via interfaces to the RCS.
- 3. Agreement Contingencies**
This agreement is void unless financing for the radio system infrastructure is approved by the San Diego County Board of Supervisors and the necessary financing closes. As to the County of Imperial, this Agreement shall terminate if a CSA or other funding mechanism for communications purposes is not established within two years of the date of this Agreement.
- 4. RCS Participants**
- 4.1. The RCS shall be designed to support the requirements of San Diego and Imperial county public safety and designated public service participants.
 - 4.2. CALTRANS radio requirements shall be supported throughout District 11, which includes the counties of San Diego and Imperial in their entirety.
 - 4.3. All participants shall receive equitable representation on the Regional Communications System Member Board (**RCS Member Board**) as set forth in this Agreement.
 - 4.4. As part of implementing this agreement, participating agencies shall co-license or transfer their currently allocated 800 MHz frequencies to the County of San Diego for use in the RCS.
 - 4.5. No actions by the RCS Board of Directors, by the County of San Diego or by the County of Imperial may be so broad in nature that they negatively affect or impact the operational or legal integrity of its individual member agencies.
- 5. Additional Participants**
- 5.1. As system capacity permits, the RCS Board of Directors may approve other agencies joining the RCS on a case-by-case basis after the date of this Agreement.
 - 5.2. Priority consideration shall be given to agencies with licensed, public safety/public service 800 MHz frequencies that can be co-licensed or trans-

ferred to the RCS, if such action can result in enhanced radio communications capabilities for all participants.

6. Performance Requirements

- 6.1. The RCS shall be designed to provide a high level of service and responsiveness, with region-wide coverage and capacity for all planned users throughout the term of this Agreement.
- 6.2. The RCS design objectives for the performance of portable and mobile voice and data radio equipment, and the quality of coverage provided shall be determined by the RCS Board of Directors and appropriate County of San Diego staff.
- 6.3. The RCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.
- 6.4. The actual RCS coverage plan shall be determined by the RCS Board of Directors.

7. RCS Access Priorities

- 7.1. In the event that all radio channels in the RCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting.
 - 7.1.1. **Priority One — *Emergency Identification.***
An Emergency Identification is defined as the message received when a public safety member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.
 - 7.1.2. **Priority Two — *Public Safety***
 - 7.1.2.1. Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster preparedness personnel using the RCS.
 - 7.1.2.2. Public Safety also includes RCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.
 - 7.1.3. **Priority Three — *Non-Public Safety, Special Event.***
Non-Public Safety, Special Event includes planned events involving public service agency participants that are beyond the scope of their normal daily operations.
 - 7.1.4. **Priority Four — *Non-Public Safety, Regular.***
Non-Public Safety, Regular includes the normal daily radio transmissions of public service agencies using the system.

8. RCS Governance



- 8.1. The overall goal in governing the RCS shall be to establish an operational and management structure that will provide authority to participants during the RCS's development and in the subsequent ongoing administration and management throughout the term of this agreement. Exhibit "D" depicts an RCS governance flowchart.
- 8.2. The RCS Member Board and the RCS Board of Directors are established by this Agreement, the duties and responsibilities of which are set forth in §10 and §11.
- 8.3. The governance objectives include:
 - 8.3.1. Provide a structure which retains administration and fiscal responsibility of the system in the control of the participating agencies.
 - 8.3.2. Allow the use of a CSA funding mechanism.
 - 8.3.3. Establish an organization which facilitates decision making.
 - 8.3.4. Leverage resources where appropriate.
 - 8.3.5. Develop an organization which will remain flexible and meet the needs of the participants over the term of the agreement.

9. Roles and Responsibilities

As required by the California CSA law, the San Diego County Board of Supervisors shall have ultimate legal and fiscal control over the RCS. Subject to such ultimate control, the Board of Supervisors shall delegate the fiscal control and operational administration of the RCS to the RCS Board of Directors.

10. RCS Member Board

- 10.1. Each of the parties to this Agreement desires to participate in the governance of the RCS as a member of the Regional Communications System Member Board to be formed under the provisions of this Agreement.
- 10.2. The Regional Communications System Member Board shall have responsibility for, and shall provide administration of components of the RCS that are common to all participating agencies.
- 10.3. Each participating agency shall appoint one representative to serve on the RCS Member Board. Representatives to the RCS Member Board shall serve at the pleasure of their respective appointing authority.
- 10.4. A participating jurisdiction with multiple agencies whose public safety and service radio communication needs are being met by the RCS shall be entitled to one representative on the RCS Member Board for each type of agency. (I. E., a participating city whose police and fire departments use the RCS shall have a RCS Member Board representative from each department.)

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- 10.5. The RCS Member Board shall be responsible for recommending operational changes and for participating in other committees, or in other ways deemed appropriate by the RCS Board of Directors.
 - 10.6. The RCS Member Board shall be responsible for approving the annual budget.

11. RCS Board of Directors

- 11.1. The RCS Board of Directors shall be composed of RCS representatives of each type of participating public safety/public service agency.
- 11.2. Members of the RCS Board of Directors shall be determined in the following manner, according to the type of agency.

11.2.1. San Diego County:

- 11.2.1.1. The delegate from the San Diego Sheriff's Department shall be the Sheriff or the Sheriff's designate.
- 11.2.1.2. The representative for the County of San Diego shall be the Chief Administrative Officer (CAO) or the CAO's designate, preferably from the Office of Disaster Preparedness.
- 11.2.1.3. The municipal police representative shall be a police chief or designate from RCS member agencies who shall be selected by the San Diego County Police Chiefs and Sheriff's Association.
- 11.2.1.4. The municipal fire representative shall be a fire chief or designate from RCS member agencies who shall be selected by the San Diego County Fire Chiefs Association.
- 11.2.1.5. The fire district representative shall be a fire chief or designate from RCS member agencies who shall be selected by the San Diego County Chapter, Fire Districts Association of California.
- 11.2.1.6. The North County Dispatch Joint Powers Authority (JPA) representative shall be a fire chief or designate from RCS member agencies who shall be selected by the North County Dispatch JPA governing body.
- 11.2.1.7. The Heartland Communications Facility JPA (HCFA) representatives shall be designates from RCS member agencies who shall be selected by the HCFA governing body.

11.2.2. Imperial County:

- 11.2.2.1. The delegate from the Imperial County Sheriff's Office shall be the Sheriff or a designate.

Participating Agency Agreement



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- 11.2.2.2. The representative for the County of Imperial shall be the CAO or a designate.
 - 11.2.2.3. The municipal police representative shall be a police chief or designate from RCS member agencies who shall be selected by the Imperial County Police Chiefs Association.
 - 11.2.2.4. The municipal fire representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Fire Chiefs Association.
 - 11.2.2.5. The fire district representative shall be a fire chief or designate from RCS member agencies who shall be selected by the Imperial County Chapter, Fire Districts Association of California.
 - 11.2.3. The representative for CALTRANS shall be a designate selected by appropriate state authority.
 - 11.2.4. This Agreement provides for the addition of two public service members of the RCS Board of Directors, to be added when public service agencies join the RCS.
 - 11.3. The RCS Board of Directors shall be responsible for the overall administration and direction of the RCS through interaction with the San Diego County Board of Supervisors, the assigned San Diego County staff and the RCS Member Board.
 - 11.4. Specific responsibilities of the RCS Board of Directors shall include:
 - 11.4.1. Formulating the annual budget and submitting it to the RCS Member Board for approval.
 - 11.4.2. Identifying participating agency needs and requirements.
 - 11.4.3. Establishing subcommittees as necessary to ensure the interests and concerns of each user agency are represented and to ensure technical issues are thoroughly researched.
 - 11.4.3.1. The RCS Board of Directors shall establish a committee of MDS user agencies to administer the MDS and to make appropriate recommendations.
 - 11.4.3.2. If all RCS user agencies are MDS participants, administration of the MDS shall revert to the RCS Board of Directors.
 - 11.4.4. Monitoring the implementation of the RCS.
 - 11.4.5. Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.
 - 11.4.6. Developing and approving RCS operating policies and procedures.

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- 11.4.7. Overseeing the establishment of long range plans.
 - 11.4.8. Overseeing scheduled system reviews at intervals determined by the RCS Board of Directors, but not to exceed three years.
 - 11.4.9. Budgeting and approving the disbursement of money from all CSA 135 funds.
 - 11.4.10. Making recommendations to the San Diego County Board of Directors regarding the inclusion of additional RCS participants.
 - 11.4.11. Addressing concerns of participating agencies.
 - 11.4.12. Adopting appropriate actions to adjust RCS policies or procedures.
 - 11.4.13. Adopting by-laws to govern the RCS Board of Director's internal operations.
 - 11.4.14. Meeting quarterly or more frequently, if necessary.
 - 11.4.15. Appointing a new Chairperson annually.
 - 11.4.16. Conducting an annual fiscal audit.
 - 11.4.17. Conducting periodic RCS audits.
 - 11.4.18. Discharging other duties as required by statute.

12. Representation on the RCS Board of Directors

12.1. As of the date of this Agreement, the following types of agencies shall be represented by appointment to the RCS Board of Directors:

- 12.1.1. San Diego County:
 - 12.1.1.1. Sheriff's Department
 - 12.1.1.2. County Representative (Office of Disaster Preparedness)
 - 12.1.1.3. Municipal Police
 - 12.1.1.4. Municipal Fire
 - 12.1.1.5. Fire Districts
 - 12.1.1.6. North County Dispatch Joint Powers Authority
 - 12.1.1.7. Heartland Communications Facility Joint Powers Authority
- 12.1.2. Imperial County:
 - 12.1.2.1. Sheriff's Department
 - 12.1.2.2. County Representative
 - 12.1.2.3. Municipal Police
 - 12.1.2.4. Municipal Fire



12.1.2.5. Fire Districts

12.1.3. CALTRANS

12.1.4. Public Service agencies shall select two delegates at large.

13. RCS Board of Directors Terms and Qualifications

- 13.1. Terms for members of the RCS Board of Directors shall be determined by their appointing authority. All members of the Board of Directors serve at the pleasure of their respective appointing authority.
- 13.2. The appointing authority shall also select an alternate to the RCS Board of Directors. Alternate members are encouraged to attend regular Board of Directors meetings, but shall vote only in the absence of the regular member.
- 13.3. Only representatives of agencies participating in the RCS may be selected to the RCS Board of Directors.
- 13.4. The Chairperson and a Vice Chairperson of the RCS Board of Directors shall be biannually elected by a majority vote of the Directors. During their term, the Chairperson and Vice Chairperson shall serve at the discretion of a majority of the Directors.
- 13.5. Attendance at Board of Directors meetings:
 - 13.5.1. Members of the Board of Directors are expected to attend all possible meetings to represent their group interests and to help conduct RCS business. Arrangements should be made for the alternate to attend in the absence of the primary representative.
 - 13.5.2. To remain on the Board of Directors, a director may not exceed more than three absences from regularly scheduled Board of Directors meetings during a County of San Diego fiscal year (July 1 through June 30).
 - 13.5.3. If a director exceeds more than the allowable three absences in a fiscal year, the Board of Directors shall request a replacement from the appointing authority unless, because of extraordinary circumstances, the Board of Directors votes to allow one additional absence.
 - 13.5.4. Alternate directors shall be subject to the same requirements for all meetings they are required to attend.
 - 13.5.5. An absence by both the primary director and the alternate director representing the same appointing authority shall be counted against both parties.
 - 13.5.6. By vote of the Board of Directors, a leave of absence may be granted to a primary or alternate director for no more than 180 days. Only one leave of absence may be granted in any twelve month period.

13.5.7. Resignation from the Board of Directors shall be submitted in writing to the chairperson and to the appointing authority.

14. Attendance and Participation by the Public

- 14.1. *Ralph M. Brown Act.* All meetings of the RCS Board of Directors and RCS Member Board shall be noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (GC §54950 et. seq.).
- 14.2. Local, state and federal representatives of public safety or service agencies who are not parties to this Agreement may participate in RCS Board of Directors, Member Board or committee meetings as members of the public, but shall not have voting rights.
- 14.3. Representatives from non-participating agencies may not serve in any official capacity in respect to RCS administration, management or operation.

15. RCS Voting Requirements

- 15.1. Members of the RCS Member Board, Board of Directors and committees shall vote on all items on the basis of one vote per member.
- 15.2. A quorum for the conduct of business exists when a majority of the members are present at Board of Directors, Member Board and other committee meetings.
- 15.3. Actions on all boards and committees shall be determined by a majority vote of members present at a meeting when a quorum exists.
- 15.4. An agency may not designate another agency to be its proxy.
- 15.5. In the case of RCS Board of Directors actions, the alternate delegate shall only have a voting right in the absence of the regular delegate.

16. County of San Diego, Department of Information Services (DIS) Support Staff Role

- 16.1. DIS staff shall serve as an advisory and staff function to the RCS Member Board and RCS Board of Directors.
- 16.2. DIS staff shall manage the day-to-day operation of the RCS subject to direction from and review by the RCS Board of Directors .
- 16.3. DIS staff shall provide support as necessary, but shall not have a voting right on any business before the RCS Member Board, the RCS Board of Directors, or any committees.
- 16.4. DIS staff shall perform the functions necessary to ensure that specific system performance guarantees are maintained throughout the term of the agreement.
- 16.5. As the manager and operator of the RCS, the Department of Information Services shall have the responsibility to:

Participating Agency Agreement



- 16.5.1. Provide appropriate staff support to the RCS Board of Directors as requested, within budgetary restraints.
- 16.5.2. Seek RCS Board of Directors approval of major policy decisions related to the RCS.
- 16.5.3. Develop contracts with vendors and submit to RCS Board of Directors for approval.
- 16.5.4. Implement the regional 800 MHz public safety voice and data radio systems.
- 16.5.5. Retain employees and agents.
- 16.5.6. Acquire, hold or dispose of property necessary to operate the RCS.
- 16.5.7. Charge participating agencies for expenses incurred in ongoing maintenance and operation of the RCS.
- 16.5.8. Implement policy.
- 16.5.9. Monitor and maintain RCS performance.
- 16.5.10. In conjunction with the RCS Board of Directors, develop and recommend the annual RCS budget.
- 16.5.11. Reassign RCS priorities in extraordinary circumstances and make emergency repairs as required.
- 16.5.12. Provide information and support as necessary to the RCS Board of Directors.
- 16.5.13. Provide operating reports and technical information as necessary to assist the RCS Board of Directors.
- 16.5.14. Establish and maintain accounts and records, including personnel, property, financial, programmatic and other records deemed necessary by the RCS Board of Directors to ensure proper accounting for all ongoing operations and maintenance costs.
- 16.5.15. Use the records to justify any adjustment to agency benefit charges.
- 16.6. The Director of DIS shall provide the RCS Board of Directors timely advance notice of impending personnel changes affecting any management staff assigned RCS responsibilities.
17. **Agency Costs and CSA Benefit Charges**
 - 17.1. The Department of Information Services shall implement, manage and operate the 800 MHz trunked radio backbone and microwave systems.
 - 17.1.1. Costs for agencies participating at the time the RCS is implemented are reflected in Exhibit "B". MDS participation costs are separate from voice radio system costs.

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- 17.1.2. **Costs for agencies joining subsequent to the implementation of the RCS:**
- 17.1.2.1. **The County of San Diego shall assume the costs of implementing the voice and data radio backbone systems in areas where agencies have not committed to RCS participation.**
- 17.1.2.1.1. **RCS coverage in those areas shall meet the requirements of the County of San Diego.**
- 17.1.2.1.2. **Costs to enhance coverage to satisfy the needs of an agency joining the RCS subsequent to the original implementation shall be the joining agency's responsibility.**
- 17.1.2.2. **An agency joining the RCS shall be responsible for paying their original one-time costs as represented in Exhibit "B", plus financing costs that have incurred since the date of this Agreement. The RCS Board of Directors shall reimburse appropriate financing expenses to the County of San Diego in relation to §17.1.2.3.**
- (EXAMPLE: If Santee decides to join the RCS after five years of the 15 year agreement have passed, their costs will include:*
- (1) their estimated one-time costs as shown in Exhibit "B" and,*
- (2) associated financing costs for the first five years, as shown in Exhibit "C".*
- The RCS Board of Directors shall then reimburse the County of San Diego for principal and financing expenses that resulted because of Santee's absence during the initial five years.)*
- 17.1.2.3. **An agency or jurisdiction that wants to join the RCS must pay a proportional cost of the overall voice radio backbone and microwave development investment.**
- If the agency or jurisdiction decides to use CSA 135 for funding, it must file an application with the San Diego County Local Area Formation Commission (LAFCO) to join CSA 135. Each agency is responsible for its own costs associated with the LAFCO process.**
- 17.1.2.4. **All funds received from agencies joining the RCS shall be deposited in the CSA 135 account for appropriate distribution by the RCS Board of Directors.**
- 17.2. **The agency may use a funding method other than CSA 135 to pay for its RCS origination and operating expenses.**
-

-
- 17.3. Ongoing operations and maintenance costs shall be shared equally by the participating agencies and shall be based on the established formula. (See Exhibit "B")
 - 17.4. Monthly Operating Fees
 - 17.4.1. The costs of ongoing operations and maintenance of the trunked voice radio system, mobile data radio system and microwave system shall be allocated to the participating agencies on a per radio basis.
 - 17.4.1.1. The cost per radio shall be limited to those radios used on the RCS during normal operations.
 - 17.4.1.2. Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing RCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.
 - 17.4.1.3. The costs of ongoing operations and maintenance on the voice system and the mobile data system shall be determined separately, since not all agencies will decide to use both systems. Therefore, the monthly operating fees for radios on each system may be different.
 - 17.4.2. After resolving which agencies are participating and determining the actual number of radios to be included in each system (voice and data), the cost per agency shall be finalized.
 - 17.4.3. The final cost shall be in effect for a period of one year and shall be adjusted annually to reflect actual costs.
 - 17.5. Reserve Funds in CSA 135 Account
 - 17.5.1. One of the responsibilities of the RCS Board of Directors is to budget the disbursement of money from the CSA 135 account.
 - 17.5.2. All funds received by the County of San Diego from all RCS participating agencies, for the purpose of funding the RCS shall be deposited into the CSA 135 account.
 - 17.5.3. Reserve funds, including interest, shall be maintained in the CSA 135 account for the purposes of contingencies and for RCS upgrades and enhancements.
 - 17.5.4. CSA 135 reserve funds can only be used for Regional Communications System purposes and on approval of the RCS Board of Directors by majority vote.
 - 17.5.5. The RCS Board of Directors shall review CSA 135 fund levels annually and take appropriate action.
 - 17.6. CSA 135 Zone Option and Costs

Participating Agency Agreement



- 17.6.1. Each participating agency shall have the ability to customize their own CSA 135 requirements for other RCS components, including user equipment, communications center equipment and operating costs, by developing a CSA zone.
- 17.6.2. Each agency establishing a zone shall have the responsibility to develop an annual zone budget and zone benefit fee schedule.
- 17.6.3. The CSA funds generated within the zone may only be utilized to meet the requirements of that zone.
- 17.7. Unless otherwise agreed, maintenance of agency owned RCS equipment shall be provided by Department of Information Services staff assigned to the RCS. All associated maintenance costs shall be included as a part of the agency monthly operating fees.
- 17.8. Maintenance and other costs associated with the provision of primary commercial and back up 110/240 volt A. C. electrical power shall be the responsibility of the agency.
- 17.9. Unless otherwise determined by separate agreement, each participating agency shall be responsible for the costs associated with connecting to the RCS backbone from the point of demarcation to the agency radio system equipment.
- 18. Point of Demarcation for Responsibility of Equipment**
 - 18.1. Unless otherwise determined by separate agreement, the demarcation point between RCS responsibility and agency responsibility is the microwave radio channel bank equipment termination blocks that are used to interconnect the agency radio consoles and other electronic devices used for voice and data communications to the channel banks.
 - 18.2. Each participating agency shall be responsible for all costs associated with their mobile data system application development, user equipment and integration from the point of demarcation.
- 19. Purchase of RCS Compatible Equipment**
 - 19.1. Each participating agency agrees to meet County of San Diego specifications, including brands and models when appropriate, for associated equipment used to interconnect to the RCS.
 - 19.2. Participating agencies agree to submit specifications of radio system related equipment orders to County RCS staff to ensure compatibility before purchase.
 - 19.3. Associated equipment may be purchased through the County of San Diego to insure compatibility and favored pricing.
- 20. Term of Agreement**

The term of agreement is for fifteen years from the date of this Agreement.
- 21. Agreement Modification; Entire Agreement**



Participating Agency Agreement

- 21.1. This Agreement may only be amended in writing with the approval of the governing bodies of all parties to this Agreement. Prior to processing an amendment, a recommendation shall be requested from the RCS Board of Directors.
- 21.2. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement. Subsequent agreements may be entered into with CALTRANS and the County of Imperial concerning RCS matters.

22. Termination of Agreement

- 22.1. In order to terminate participation prior to the end of the fifteen year term, the withdrawing agency must provide no less than a one year written notice of intent to terminate participation.
- 22.2. Termination shall be granted provided that the withdrawing party:
 - 22.2.1. Returns to the RCS all equipment for value that the RCS Board of Directors determines is required to maintain the RCS for all remaining users; and,
 - 22.2.2. If the termination compromises the legality of the CSA benefit charges in the jurisdiction of the withdrawing agency, such agency shall be responsible for the remaining debt payments which would have aggregated from the CSA.
 - 22.2.3. If an agency that brought frequencies to the RCS opts to terminate, the RCS Board of Directors shall negotiate a settlement that either returns the same or equivalent operable frequencies, or provides equitable compensation if frequencies are left with the RCS.

23. Arbitration

- 23.1. If settlement on an issue cannot be reached between the grieving or terminating agency and the RCS Board of Directors, binding arbitration shall be employed to reach a settlement.
- 23.2. The arbitrator shall be selected by mutual agreement of the RCS Board of Directors and the terminating agency.
- 23.3. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the settlement which shall be binding in nature, except as to issues of law.
- 23.4. Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith.
- 23.5. All fees and expenses of the arbitrator shall be borne one-half by remaining members of the RCS and one-half by the grieving or withdrawing agency.

Participating Agency Agreement

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

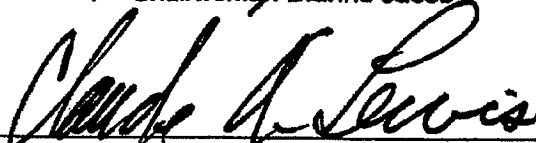
COUNTY OF SAN DIEGO

Board of Supervisors Approval
Date: MAR 7 1995

By 
Chairwoman Dianne Jacob

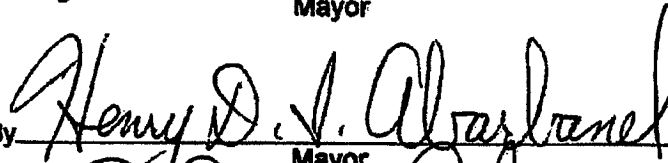
CITY OF CARLSBAD

Council Approval
Date: MARCH 22, 1995

By 
Mayor

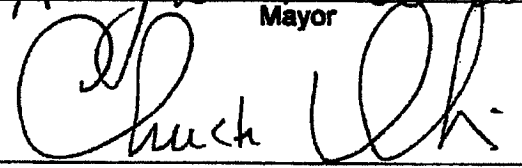
CITY OF DEL MAR

Council Approval
Date: 4-3-95

By 
Mayor

CITY OF ENCINITAS

Council Approval
Date: MARCH 22, 1995

By 
Mayor

CITY OF IMPERIAL BEACH

Council Approval
Date: _____

By _____
Mayor

CITY OF LEMON GROVE

Council Approval
Date: _____

By _____
Mayor

CITY OF POWAY

Council Approval
Date: 4-18-95

By 
Mayor

CITY OF SAN MARCOS

Council Approval
Date: 4/13/95

By 
Mayor
City Manager R

CITY OF SOLANA BEACH

Council Approval
Date: 4-17-95

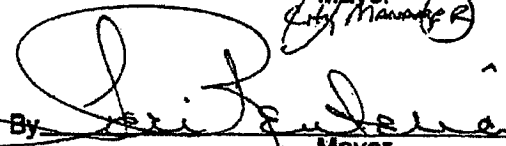
By 
Mayor

Exhibit "A"
Participating Agency Agreement

PARTIES TO THE MARCH 7, 1995 AGREEMENT

1. **Alpine Fire Protection District**
2. **Bonita-Sunnyside Fire Protection District**
3. **Borrego Springs Fire Protection District**
4. **City of Carlsbad**
5. **City of Del Mar**
6. **City of Encinitas**
7. **City of Imperial Beach**
8. **City of Lemon Grove**
9. **City of Poway**
10. **City of San Marcos**
11. **City of Solana Beach**
12. **City of Vista**
13. **California Department of Transportation, District 11**
14. **County of Imperial (all county and city public safety agencies, all territories)**
15. **County of San Diego (county public safety and service agencies)**
16. **Deer Springs Fire Protection District**
17. **East County Fire Protection District**
18. **Heartland Communications Dispatch Facility JPA**
19. **Julian - Cuyamaca Fire Protection District**
20. **Lakeside Fire Protection District**
21. **Lower Sweetwater Fire Protection District**
22. **North County Dispatch JPA**
23. **Pine Valley Fire Protection District**
24. **Rancho Santa Fe Fire Protection District**
25. **Rural Fire Protection District**
26. **San Miguel Consolidated Fire Protection District**
27. **Valley Center Fire Protection District**

Exhibit "B"
Participating Agency Agreement

ESTIMATED AGENCY ONE-TIME COSTS
Combined Voice and Data Backbone

Jurisdiction	Number of Parcels*	Number of Benefit Units*	Per Cent of Total Benefit Units	Data One-Time \$ Based on Benefit Unit % **	Voice One - Time \$ Based on Benefit Unit %	Backbone Annual Cost Data ***	Estimated Annual Cost Voice ***
Unincorporated	178,479	1,124,170	31.28%	\$2,498,528	\$8,755,256	\$300,874	\$1,054,312
Carlsbad	34,851	203,725	5.67%	452,780	1,588,650	54,525	191,085
Del Mar	4,880	19,533	0.54%	43,413	152,127	5,228	18,319
Encinitas	19,785	158,735	4.42%	352,787	1,235,259	42,484	148,871
Imperial Beach	4,938	63,198	1.78%	140,461	482,198	16,914	59,271
Lemon Grove	6,940	65,225	1.81%	144,988	507,985	17,457	61,172
Poway	14,445	111,924	3.11%	248,757	871,688	29,955	104,969
San Marcos	12,878	118,743	3.30%	283,913	924,794	31,780	111,354
Solana Beach	12,900	47,668	1.33%	105,939	371,228	12,757	44,703
Vista	19,630	203,328	5.66%	451,907	1,583,558	54,419	190,693
Chula Vista	35,652	380,726	10.84%	801,733	2,809,405	96,545	338,310
Coronado	10,458	82,388	1.74%	138,661	485,890	16,698	58,611
El Cajon	17,918	240,260	6.68%	533,891	1,871,192	64,303	225,330
La Mesa	16,051	168,620	4.89%	374,787	1,313,246	45,130	158,142
National City	8,823	113,982	3.17%	253,331	887,714	30,508	106,699
Oceanside	48,610	406,690	11.32%	903,889	3,167,377	108,847	381,417
Santee	14,596	125,247	3.48%	278,368	975,448	33,521	117,464
TOTAL	451,890	3,594,159	100%	\$7,988,212	\$27,882,013	\$961,944	\$3,370,811

* Based on 1994 counts. Does not include Benefit Units for trailer parks in the cities. The approach still needs to be refined with the individual cities.

** Data One-time cost is for backbone only. It does not include agency integration costs.

*** Based on 8.5% annual percentage rate.

Exhibit "C"
Participating Agency Agreement

ESTIMATED COSTS OF AGENCY ENTERING SYSTEM AFTER MARCH 7, 1995
City of SanTEE

Number of Benefit Units 125,247

Percent of Total Benefit 3.48%

Financing Costs of One Time Cost for 15 Years at 8.5% APR

Principal	Financing	Total	Annual Payment
\$975,448	\$786,510	\$1,761,958	\$117,464

Annual Payment if Join in Year

Year	Annual Payment
1	\$117,464
2	\$125,854
3	\$135,535
4	\$146,830
5	\$160,178
6	\$176,196
7	\$195,773
8	\$220,245
9	\$251,708
10	\$293,660
11	\$352,392
12	\$440,490
13	\$587,319
14	\$880,979
15	\$1,761,958

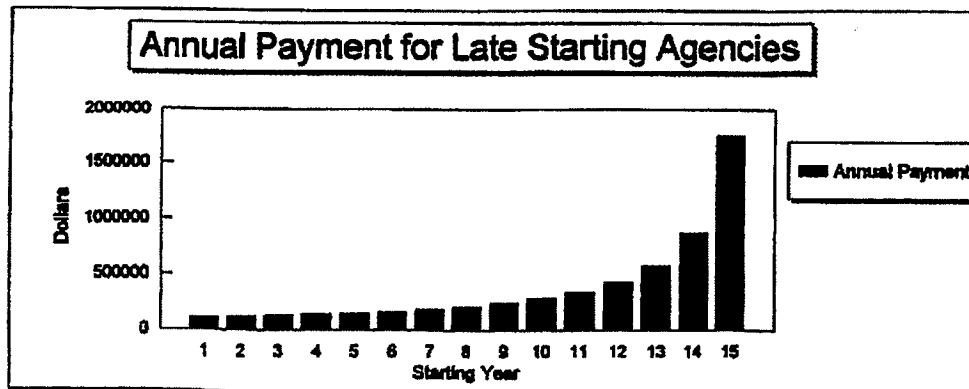
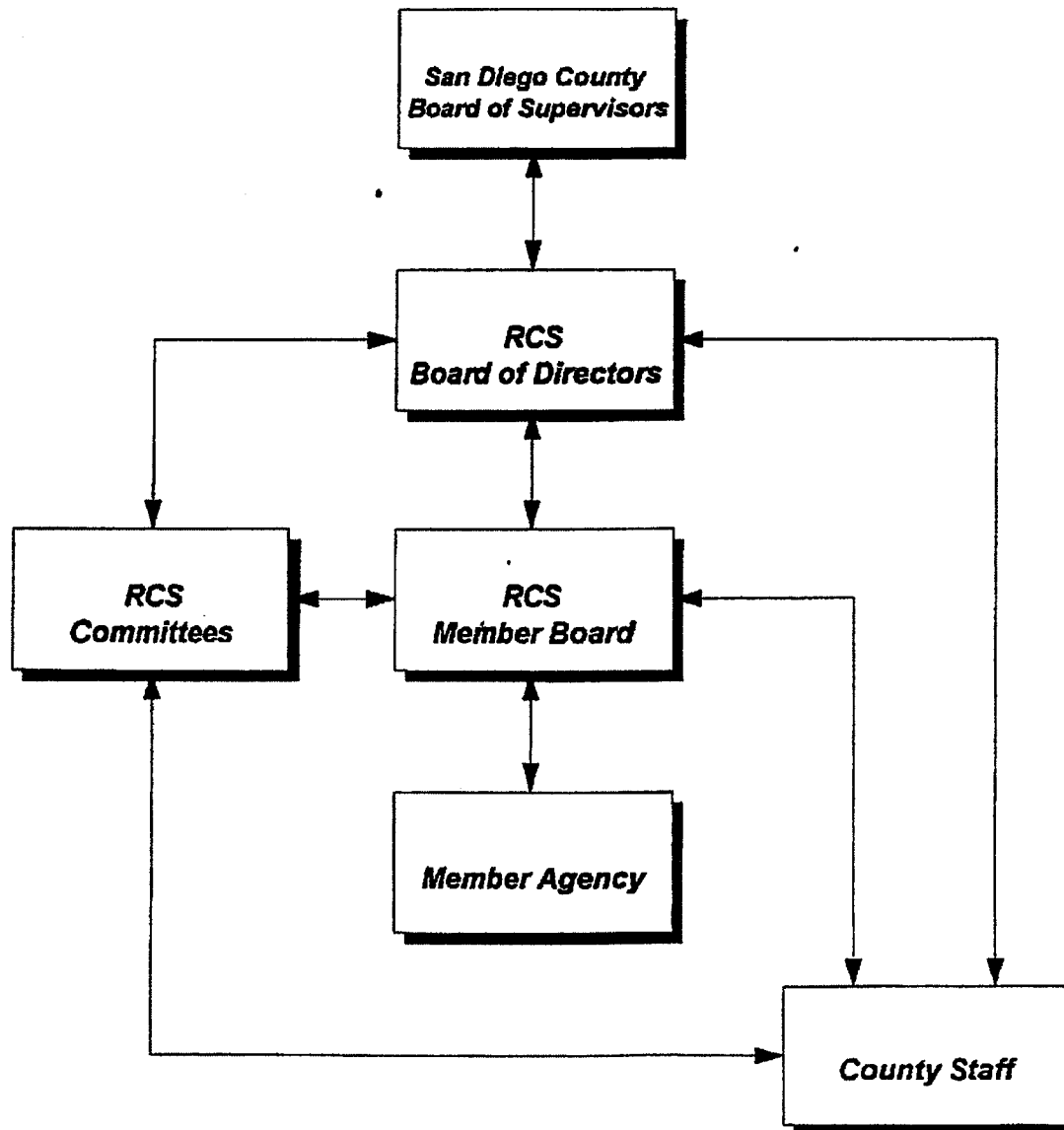


Exhibit "D"
Participating Agency Agreement

GOVERNANCE STRUCTURE



↔
Reporting Relationships,
Lines of Communication

Exhibit B

1995 RCS Parties

1995 RCS Parties	Status
Alpine Fire Protection District	Existing
Bonita-Sunnyside Fire Protection District	Existing
Borrego Springs Fire Protection District	Existing
City of Carlsbad	Existing
City of Chula Vista	Existing
City of Coronado	Existing
City of Del Mar	Existing
City of El Cajon	Existing
City of Encinitas	Existing
City of Escondido	Existing
City of Imperial Beach	Existing
City of La Mesa	Existing
City of Lemon Grove	Existing
City of National City	Existing
City of Oceanside	Existing
City of Poway	Existing
City of San Marcos	Existing
City of Santee	Existing
City of Solana Beach	Existing
City of Vista	Existing
County of San Diego	Existing
Deer Springs Fire Protection District	Existing
Heartland Communications Facility Joint Powers Authority	Existing
Imperial Valley Emergency Communications Authority (IVECA)	Existing
Julian-Cuyamaca Fire Protection District	Existing
Lakeside Fire Protection District	Existing
Metropolitan Transit System	Existing
Mira Costa Community College District	Existing
North County Dispatch Joint Powers Authority	Existing
North County Fire Protection District	Existing
North County Transit District	Existing
Rancho Santa Fe Fire Protection District	Existing
San Diego Rural Fire Protection District	Existing
San Diego Unified Port District	Existing
San Miguel Consolidated Fire Protection District	Existing
Santee School District	Existing
State of California Department of Transportation (Caltrans)	Existing
State of California, California Highway Patrol/EI Cajon CHP	Existing
Valley Center Fire Protection District	Existing
Viejas Reservation Fire Department	Existing
Vista Fire Fire Protection District	Existing
<i>Pine Valley Fire Protection District¹</i>	<i>Former</i>
<i>Padre Dam Water District²</i>	<i>Former</i>
<i>East County Fire Protection District³</i>	<i>Former</i>

¹Original Signator - Never came on system (no radios on system)

²Terminated RCS Agreement on January 7, 2013

³Consolidated with San Miguel Consolidated Fire District in 2008

Exhibit C

Estimated RCS NextGen System Cost

NextGen Shared Infrastructure Cost	
NextGen System Components - Shared Infrastructure	Estimated Cost
Estimated Total Shared Infrastructure Cost	\$ 105,000,000
Less estimated IVECA Infrastructure of \$9 Million (includes estimated proportional share of NexGen core)	\$ (9,000,000)
Less Grants/RCS Trust Fund	\$ (10,000,000)
Estimated Remaining Shared Infrastructure Costs to be Apportioned among San Diego County NextGen RCS Parties	\$ 86,000,000

Estimated Total Subscriber Radio Count	
Total Estimated NextGen Parties Subscriber Radio Count	13,953

To Calculate Your Agency's Estimated Cost Apportionment

1. Divide the **Remaining Costs to be Apportioned** by the **Total Estimated NextGen Parties Subscriber Radio Count**. Multiply this number by the projected average number of your agency's subscriber radios for the two dates.

Formula

$$\frac{\text{Remaining Costs to be Apportioned}}{\text{Estimated Total Subscriber Radio Count}} \times \text{Two Year Average Radio Count} = \text{Estimated Agency Cost for Shared Infrastructure}$$

Example

1. Agency X has an average of 50 radios for the two dates.
2. Total Estimated Cost of System divided by the Total Estimated Parties Subscriber Radio Count is \$6,164
3. Fifty (50) subscriber radios X \$6,164 estimated cost = Estimated Agency Cost \$308,177

Exhibit C-1

Cost Apportionment for San Diego County Shared Infrastructure Per Party: Costs are apportioned in two categories-- infrastructure and core. Below are the estimated shared infrastructure apportionment costs per agency

San Diego County Party Name	Radio Count 9/1/13	Radio Count 7/1/2014	Average Radio Count	Estimated Cost for San Diego Shared Infrastructure
Alpine Fire Protection District	26			
Bonita-Sunnyside Fire Protection District	16			
Borrego Springs Fire Protection District	21			
City of Carlsbad	436			
City of Chula Vista	694			
City of Coronado	182			
City of Del Mar	97			
City of El Cajon	460			
City of Encinitas	246			
City of Escondido	752			
City of Imperial Beach	117			
City of La Mesa	291			
City of Lemon Grove	95			
City of National City	284			
City of Oceanside	744			
City of Poway	296			
City of San Marcos	419			
City of Santee	176			
City of Solana Beach	58			
City of Vista	284			
County of San Diego	5,848			
Deer Springs Fire Protection District	21			
Heartland Communications Facility JPA	12			
Julian-Cuyamaca Fire Protection District	29			
Lakeside Fire Protection District	98			
Metropolitan Transit System	251			
Mira Costa Community College District	20			
North County Dispatch JPA	18			
North County Fire Protection District	127			
North County Transit District	33			
Rancho Santa Fe Fire Protection District	92			
San Diego Rural Fire Protection District	107			
San Diego Unified Port District	299			
San Miguel Consolidated Fire Protection District	135			
Santee School District	44			
State of CA Department of Transportation (Caltrans)	893			
State of California, CA Highway Patrol/EI Cajon CHP	174			
Valley Center Fire Protection District	25			
Viejas Reservation Fire Department	33			
Potential New Party				
Potential New Party				
Potential New Party				
TOTAL	13,953			

Exhibit C-2

Cost Apportionment for RCS NextGen Core (Portion of the Shared Infrastructure Costs): Costs are apportioned in two categories--infrastructure and core. Below are the estimated RCS NextGen Core apportionment costs per agency for both San Diego County agencies and the Imperial Valley Emergency Communications Authority (IVECA).

San Diego County Parties & IVECA	Radio Count 9/1/13	Radio Count 7/1/2014	Average Radio Count	Estimated Cost for RCS NextGen Core
Alpine Fire Protection District	26			
Bonita-Sunnyside Fire Protection District	16			
Borrego Springs Fire Protection District	21			
City of Carlsbad	436			
City of Chula Vista	694			
City of Coronado	182			
City of Del Mar	97			
City of El Cajon	460			
City of Encinitas	246			
City of Escondido	752			
City of Imperial Beach	117			
City of La Mesa	291			
City of Lemon Grove	95			
City of National City	284			
City of Oceanside	744			
City of Poway	296			
City of San Marcos	419			
City of Santee	176			
City of Solana Beach	58			
City of Vista	284			
County of San Diego	5,848			
Deer Springs Fire Protection District	21			
Heartland Communications Facility JPA	12			
Julian-Cuyamaca Fire Protection District	29			
Lakeside Fire Protection District	98			
Metropolitan Transit System	251			
Mira Costa Community College District	20			
North County Dispatch, JPA	18			
North County Fire Protection District	127			
North County Transit District	33			
Rancho Santa Fe Fire Protection District	92			
San Diego Rural Fire Protection District	107			
San Diego Unified Port District	299			
San Miguel Consolidated Fire Protection District	135			
Santee School District	44			
State of CA Department of Transportation (Caltrans)	893			
State of California, CA Highway Patrol/El Cajon CHP	174			
Valley Center Fire Protection District	25			
Viejas Reservation Fire Department	33			
IVECA*	1,302			
Potential New Party				
Potential New Party				
Potential New Party				
TOTAL	15,255			

*IVECA will pay for infrastructure for Imperial County (an estimated \$ 9,000,000) and a portion of the NextGen core costs.

Exhibit C-3

Cost Apportionment for the Combined Infrastructure and RCS NextGen Core: Costs are apportioned in two categories-- infrastructure and core. Below are both the estimated Combined Infrastructure and RCS Core apportionment costs per agency.

San Diego County Parties & IVECA	Exhibit C-1 Estimated Cost for San Diego Shared Infrastructure	+	Exhibit C-2 Estimated Cost for RCS NextGen Core	=	Combined Estimated Cost for San Diego Shared Infrastructure and NextGen RCS Core (C-1 + C-2)
Alpine Fire Protection District					
Bonita-Sunnyside Fire Protection District					
Borrego Springs Fire Protection District					
City of Carlsbad					
City of Chula Vista					
City of Coronado					
City of Del Mar					
City of El Cajon					
City of Encinitas					
City of Escondido					
City of Imperial Beach					
City of La Mesa					
City of Lemon Grove					
City of National City					
City of Oceanside					
City of Poway					
City of San Marcos					
City of Santee					
City of Solana Beach					
City of Vista					
County of San Diego					
Deer Springs Fire Protection District					
Heartland Communications Facility JPA					
Julian-Cuyamaca Fire Protection District					
Lakeside Fire Protection District					
Metropolitan Transit System					
Mira Costa Community College District					
North County Dispatch, JPA					
North County Fire Protection District					
North County Transit District					
Rancho Santa Fe Fire Protection District					
San Diego Rural Fire Protection District					
San Diego Unified Port District					
San Miguel Consolidated Fire Protection District					
Santee School District					
State of CA Department of Transportation (Caltrans)					
State of California, CA Highway Patrol/El Cajon CHP					
Valley Center Fire Protection District					
Viejas Reservation Fire Department					
IVECA					
Potential New Party					
Potential New Party					
Potential New Party					
TOTALS					

Exhibit D

Potential New RCS NextGen Parties

Potential New Parties	Radio Count Sept 1, 2013	Radio Count July 1, 2014	Average Radio Count
Barona Fire Department	35		
Cajon Valley Union School District	125		
California Department of Corrections & Rehabilitation Division of Adult Parole Operations	109		
California Department of Corrections & Rehabilitation Office of Correctional Safety	13		
California State University San Marcos (Police)	49		
Grossmont Union High School District	128		
Grossmont-Cuyamaca Community College	16		
Jamul-Dulzura Unified School District	15		
La Jolla Band of Luiseño Indians (La Jolla Tribal Police)	4		
Los Coyotes Police Department	6		
Olivenhain Municipal Water District	3		
Palomar College	41		
Pala Band of Mission Indians	25		
Pauma Band of Luiseño Mission Indians (Pauma Band of Mission Indians)	21		
Poway Unified School District	240		
Ramona Water District Fire Department	21		
Rancho Santa Fe Patrol	17		
San Diego Association of Governments (SANDAG)	59		
San Diego County Regional Airport Authority	164		
San Diego Humane Society	34		
San Diego State University (Police & Parking)	102		
Southwestern College Police Dept.	22		
Sycuan Band of the Kumeyaay Nation (Sycuan Fire/Police Department)	72		
University of California San Diego (Police and Environment Health & Safety)	108		
Vista Unified High School District	188		