

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

This Use Agreement ("Agreement") shall be effective as of 12/6/2024 by and between the County of Ventura ("COUNTY") and Ventura County Transportation Commission (VCTC) ("AGENCY"). The following terms shall apply:

COUNTY operates, manages, and maintains the Ventura County Regional Radio System ("REGIONAL RADIO SYSTEM") and all equipment used to communicate on the REGIONAL RADIO SYSTEM. Agency's use of the REGIONAL RADIO SYSTEM must always be in compliance with the terms of this Agreement and must never hinder the functionality or operation of the REGIONAL RADIO SYSTEM.

Supervision over the provision of County services, the standards of performance and other matters incident to the performance of such services, shall remain with the COUNTY.

1. GENERAL

1.1 AUTHORITY

1.1.1 The COUNTY retains ultimate legal and financial responsibility over the REGIONAL RADIO SYSTEM.

1.2 PERIOD OF PERFORMANCE

1.2.1 The initial term of this Agreement shall be for a period of one hundred eighty (180) months commencing 4/1/24 and expiring at 12:01 a.m. on 4/1/39.

1.3 TERMINATION BY COUNTY

1.3.1 COUNTY shall have the right to immediately terminate this Agreement if AGENCY: files for voluntary or involuntary bankruptcy for the adjudication of Agency as a debtor; makes a general assignment, or AGENCY's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors; does not comply with applicable law. In addition, COUNTY may terminate this Agreement in the event of a material breach of the Agreement by AGENCY if such breach is not cured within thirty (30) days after written notice from COUNTY.

1.3.2 Continuation of the Agreement is subject to the appropriation of funding by the COUNTY's Board of Supervisors. If funds are not appropriated, or if the COUNTY no longer desires to use the REGIONAL RADIO SYSTEM, the COUNTY will provide support and assure full operation for a minimum five (5)

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

years or through the end of this Agreement, whichever comes first. If the COUNTY elect's early termination of this Agreement, all subscriber fees and any ancillary expenses will be frozen at the current Board approved rate existing at the time of the termination notice.

- 1.3.3** Upon termination of operations by the COUNTY, the COUNTY shall make every effort to reassign the appropriate frequencies to the AGENCY in a manner and timeline to be agreed upon by the participating agencies. In addition, AGENCY may terminate this Agreement in the event of a material breach of the Agreement by COUNTY if such breach is not cured within thirty (30) days after written notice from AGENCY.

1.4 TERMINATION BY AGENCY

- 1.4.1** This Agreement may be terminated by AGENCY effective only on June 30 in any calendar year and with not less than one full year (12 months) written notice to COUNTY, prior to the effective date of termination.

1.5 COUNTY'S REPRESENTATIVE

- 1.5.1** COUNTY appoints its Chief Information Officer, or designee, as its authorized representative to administer this Agreement.

Notices:

Notices required to be given by either party under this Agreement shall be in writing to the following addresses:

COUNTY
County of Ventura
Chief Information Officer
800 South Victoria Avenue #1100
Ventura, CA 93009

AGENCY
Ventura County Transportation
Commission
Executive Director
Martin Erickson
751 E. Daily Drive, Ste 420
Camarillo, CA 93010

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

1.6 GENERAL

- 1.6.1** This Agreement contains all the terms agreed to by COUNTY and AGENCY related to the subject matter of this Agreement. There shall be no oral or other terms agreed to by the parties. No waiver by either party at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms of the Agreement. This Agreement may be modified only by a written amendment signed by both parties.
- 1.6.2** COUNTY and AGENCY shall cooperate with each other to reasonably assist in performance of the other party's obligations under this Agreement.

1.7 INDEMNIFICATION

- 1.7.1** Subject to the terms of this Agreement, AGENCY and COUNTY shall indemnify, defend, and hold harmless each other from any and all liability for any claims, losses, damages, or injuries to persons or property caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising from or related to this Agreement, including without limitation all Consequential damages.

1.8 GOVERNING LAW

- 1.8.1** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the internal laws of the State of California.

1.9 FORCE MAJEURE

- 1.9.1** Neither party shall be responsible for delays or failures in performance resulting from acts beyond such party's control. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.
- 1.9.2** COUNTY shall make every reasonable effort to assure public-safety grade reliability of the REGIONAL RADIO SYSTEM. Restoration of service shall be made at the highest level of priority as compared to any other COUNTY communication or data system. Restoration of facilities shall not be dependent on reimbursement or compensation by insurance, grant, disaster declaration, or other outside means.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

1.10 GOVERNANCE COMMITTEES

1.10.1 The Ventura County Information Technology Services Department will operate and maintain the REGIONAL RADIO SYSTEM. As the governing body for the County, the Board of Supervisors shall have ultimate fiscal and operational control over the REGIONAL RADIO SYSTEM and shall be ultimately responsible for the overall administration and direction of the REGIONAL RADIO SYSTEM through interaction with the GOVERNANCE COMMITTEES.

1.10.2 To assist in the administration of the REGIONAL RADIO SYSTEM, an oversight governance committee (OVERSIGHT COMMITTEE) shall be established to provide oversight of the REGIONAL RADIO SYSTEM.

1.10.3 The OVERSIGHT COMMITTEE will review all matters relating to the design, build, operation, and maintenance of the REGIONAL RADIO SYSTEM. In addition, this committee will review and approve all requests for new agencies to join the REGIONAL RADIO SYSTEM.

1.10.3.1 The OVERSIGHT COMMITTEE shall be made up of one named voting member and their alternate per AGENCY, designated by the AGENCY and submitted in writing to the COUNTY, no later than June 30th each calendar year.

1.10.3.2 While the COUNTY may have several agencies using the system, the COUNTY will have one participant and subsequent vote on the OVERSIGHT COMMITTEE.

1.10.3.3 The County Chief Information Officer will be a non-voting member in their role as contract administrator.

1.10.3.4 The Chairperson and Vice Chairperson of the OVERSIGHT COMMITTEE shall be biennially elected by a majority vote of the committee. The Chairperson and Vice Chairperson shall serve at the discretion of the majority of the OVERSIGHT COMMITTEE.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

- 1.10.4** The OVERSIGHT COMMITTEE may appoint subcommittees as necessary. These subcommittees will be chartered with responsibilities, meeting frequencies, etc. Subcommittees will not have any voting rights and should include appointees from each voting AGENCY.
- 1.10.5** Responsibilities of the OVERSIGHT COMMITTEE shall include but not be limited to:
- 1.10.5.1** Meeting quarterly or more frequently, if necessary.
 - 1.10.5.2** Developing and approving REGIONAL RADIO SYSTEM operating policies and procedures.
 - 1.10.5.3** Identifying participating AGENCY needs and requirements.
 - 1.10.5.4** Addressing concerns of participating agencies.
 - 1.10.5.5** Reviewing and adopting recommendations regarding the establishment of system priorities and talk groups.
 - 1.10.5.6** Establishing subcommittees as necessary to ensure the interests and concerns of the REGIONAL RADIO SYSTEM as represented and to ensure technical issues are thoroughly researched and addressed to the satisfaction of the OVERSIGHT COMMITTEE.
 - 1.10.5.7** Monitoring the implementation and management of the REGIONAL RADIO SYSTEM.
 - 1.10.5.8** Review and approval of annual rate increases if requested by the COUNTY.
 - 1.10.5.9** Making recommendations to the COUNTY Chief Information Officer for presentation to the County Board of Supervisors
 - 1.10.5.10** Review technical and financial impacts of potential new customer contracts.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

1.11 Severability

- 1.11.1** Should any provision of this Agreement be determined by a court or regulatory agency of competent jurisdiction to be invalid, illegal or unenforceable, it shall be severed, and the remaining provisions shall not be impaired or affected thereby.

1.12 Assignments

- 1.12.1** This Agreement binds and inures to the benefit of the COUNTY and AGENCY. It may not be assigned by either party without the express written consent of the other.

1.13 Nondiscrimination

- 1.13.1** The parties agree not to engage in any form of unlawful discrimination because of race, color, national origin, religion, sex, sexual orientation, disability, age, military status, creed, marital status, or any other legally protected status with respect to activities undertaken pursuant to this Agreement.

1.14 Independent Status

- 1.14.1** Each party and its employees and agents, and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the other party. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a legal partnership or joint venture between the parties.

1.15 Publicity

- 1.15.1** Both parties agree to jointly review and approve any public informational releases, including text, layout, photographs, etc., which describe the partnership or activities covered under this Agreement.

1.16 Execution

- 1.16.1** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument. Further, this Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (".PDF") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

2. FISCAL MANAGEMENT

2.1 COST APPORTIONMENT & RATE MODIFICATIONS

- 2.1.1** Operating costs associated with the REGIONAL RADIO SYSTEM, including infrastructure and support costs, will be shared proportionately by the participating agencies. Subscriber rates will be based on the County's actual incurred expense increases in salaries and benefits, overhead, services and supplies. A per unit subscriber rate will be developed by apportioning all costs (system hardware and support costs) based on the total number of mountaintop sites utilized by the participating AGENCY
- 2.1.2** Two subscriber rate plans have been made available to participating agencies, based upon their assumed day-to-day operational needs.
 - 2.1.2.1** **Regional Access:** Regional access is defined as a single entity that uses up to three sites to operate:
 - 2.1.2.2** **Full Access:** Full Access is defined as a single entity that uses more than three sites for the majority of their operations.
- 2.1.3** No later than December 31 of each year the County Chief Information Officer shall prepare and present to the OVERSIGHT COMMITTEE a preliminary budget for the subsequent Fiscal Year. The Preliminary Budget must include all operational and maintenance costs, planned capital costs, and cost distribution methodologies for the upcoming year.
- 2.1.4** The proposed rate offered by the COUNTY includes an annual 4% cost of living increase for salaries and benefits. Should the cost-of-living increase beyond 4%, an additional 2% increase may be considered by the OVERSIGHT COMMITTEE.
- 2.1.5** REGIONAL RADIO SYSTEM rates will be reviewed, adjusted, and approved annually by the Oversight Committee. Once agreed upon by the committee, the new rate schedule will be proposed for adoption by the Ventura County Board of Supervisors. Rate changes will take effect July 1 of each year.
- 2.1.6** COUNTY shall invoice AGENCY each month for the total number of subscribers that they have registered in the system that indicate usage over 5 minutes during the monthly period. The payment shall be due and payable within 30 days of the invoice date.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

3. SYSTEM DESIGN

3.1 DESIGN OBJECTIVES

3.1.1 The REGIONAL RADIO SYSTEM design objectives for the performance of portable and mobile voice and the quality of coverage provided shall be determined by the OVERSIGHT COMMITTEE

3.1.1.1 Unless otherwise decided by the OVERSIGHT COMMITTEE it is understood that the REGIONAL RADIO SYSTEM shall be designed, operated, managed, and maintained to achieve 95% street level coverage reliability measured to and from typical portable radios, used in the system, while on the wearer's belt and within the area depicted in APPENDIX A. Methodology for both prediction and measurement of such performance shall be in accordance with TIA standard TSB88.

3.1.1.2 In the event that the REGIONAL RADIO SYSTEM encounters a sustained degradation of service below the standards set forth in Section 3.1.1.1, the County Chief Information Officer will be responsible for evaluating the issue and proposing a solution(s) to the satisfaction of the OVERSIGHT COMMITTEE.

3.1.2 The REGIONAL RADIO SYSTEM shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.

3.1.2.1 Unless otherwise decided by the Oversight committee, the system shall be designed, operated, managed, and maintained to achieve a 2% grade of service (GOS) or better during average daily busy hours, without invoking priority access.

3.1.2.2 A 2% grade of service is a standardized method of quantifying the throughput of the REGIONAL RADIO SYSTEM. For every 100 attempts to transmit during the busy hour, no more than 2 attempts are blocked for more than 5 seconds.

3.1.3 A list of all features currently supported by the REGIONAL RADIO SYSTEM will be incorporated into APPENDIX B.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

3.2 RADIO COVERAGE & GRADE OF SERVICE

- 3.2.1** It is the intent of the COUNTY to provide radio coverage as depicted in Attachment A. The information depicted in APPENDIX A is a predictive signal propagation map and does not guarantee coverage in all areas outlined.
- 3.2.2** Requests for additional coverage beyond these boundaries may be made to the OVERSIGHT COMMITTEE. Upon approval, the COUNTY will perform an analysis and provide cost estimates.
- 3.2.3** Upon completing any significant repairs and/or upgrades, the COUNTY shall complete system testing to ensure signal propagation remains in alignment with APPENDIX A.
- 3.2.4** Any consideration to add new agencies or specialty features shall be evaluated and approved by the OVERSIGHT COMMITTEE before implementation. When appropriate, evaluation of such proposals shall include a calculation of throughput and GOS for the REGIONAL RADIO SYSTEM.
- 3.2.5** The COUNTY or its agent shall, at a minimum, publish monthly reports to the OVERSIGHT COMMITTEE confirming REGIONAL RADIO SYSTEM performance to include daily busy hour statistics by talk group, site, zone, and agency. This report will also include an after-action reports for any major repair or upgrade activity in the prior month.

3.3 USER PRIORITIZATION & ACCESS

- 3.3.1** In the event regional radio channels are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting:
 - 3.3.1.1** **Priority One – Emergency Identification.** Emergency Identification is defined as the message received when a member calls for immediate assistance by activating an emergency button or switch on the user radio equipment.
 - 3.3.1.2** **Priority Two – Public Safety.** Public safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers and disaster response resources using the REGIONAL RADIO SYSTEM.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

- 3.3.1.3 Priority Three –Special Event.** Special Event includes planned events involving public service participants that are beyond the scope of their normal daily operations. This includes any special event for public safety organizations such as fundraising, community service, public awareness, etc.
- 3.3.1.4 Priority Four – Non-Public Safety, Government.** Non-Public Safety Government includes normal daily radio transmissions of public services agencies, including but not limited to: Animal Services, Public Transit and Public Utilities.

4. RADIO SYSTEM MANAGEMENT

4.1 SYSTEM MANAGEMNET

- 4.1.1** The COUNTY is responsible for the day-to-day management, operation, and oversight of the REGIONAL RADIO SYSTEM. The County IT Services Staff is responsible for making decisions on issues related to the day-to-day operation of the system and addressing urgent system operations, maintenance, and repair decisions. This includes, but is not limited to, the following:
- 4.1.1.1** Monitoring all radio systems and components for normal operation.
 - 4.1.1.2** Physical and logistical security of mountaintop sites, radio system and network.
 - 4.1.1.3** Diagnosing system performance, problems, and developing correction action recommendations.
 - 4.1.1.4** Dispatching appropriate repair services in the event of a malfunction of system equipment.
 - 4.1.1.5** Managing the database elements, including subscriber IDs, talk group IDs, and the various parameters that relate to their effective operation.
 - 4.1.1.6** Working with all agencies and their technical staff to diagnose and resolve problems that involve radio operations, maintenance, or repair of the infrastructure equipment.
 - 4.1.1.7** Serving as the point of contact (POC) with infrastructure equipment manufacturers for issues related to the radio systems.
 - 4.1.1.8** Providing timely information to Agencies on issues that arise, or repair/maintenance issues related to system infrastructure equipment that would affect normal radio operations.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

- 4.1.1.9** Perform preventive system maintenance and administration per vendor's recommendations.
- 4.1.1.10** Manage all applicable Federal Communications Commission (FCC) licenses authorized to the County.
- 4.1.1.11** Prepare and maintain all system documentation.
- 4.1.1.12** Evaluate new technology for possible cost reduction or service enhancements.
- 4.1.1.13** Set and maintain standards of "Approved Equipment" that access County radio systems.
- 4.1.1.14** Identify and correct private carrier Radio Frequency (RF) related interferences affecting public safety systems.

4.2 TALK GROUPS

- 4.2.1** A talk group is a defined organizational grouping of radio users that need to communicate together. When two or more radio users select the same talk group on their radios, all radio users with that talk group selection hear the transmitted audio. A talk group plan is a summary of all defined radio talk groups. This plan is then used to develop the radio template that is the programming data for the individual radios. The OVERSIGHT COMMITTEE is responsible for the talk group plan including the total number of talk groups. It may delegate that responsibility to a subcommittee.
- 4.2.2** Talk groups are "owned" by the AGENCY that uses a talk group for primary business operations. Authority to assign or release a talk group for use by other entities resides with the owner of the talk group.
- 4.2.3** Several talk groups will be designated as interoperability talk groups. Interoperability talk groups are assigned a single AGENCY owner by the County.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

5. SYSTEM OPERATIONS

5.1 SERVICE LEVEL OBJECTIVES

- 5.1.1** The County IT team that supports the REGIONAL RADIO SYSTEM provides support during normal business hours and after hours/on-call support 24 hours a day, 7 days a week, 365 days per year.
- 5.1.2** The following objectives are currently in place for all existing County radio and microwave systems. These objectives may be modified by the OVERSIGHT COMMITTEE; however, rates may increase based upon the resulting approved OVERSIGHT COMMITTEE changes.
- 5.1.3** Types of expected failures and response time objectives:
 - 5.1.3.1** Complete system failure – The County team will engage within 1 hour and will continue to work until service is restored.
 - 5.1.3.2** Single site failure – The County team will engage within 1 hour to assess the outage and determine appropriate next steps.
 - 5.1.3.3** Feature failures – The County team will respond within 4 hours of the outage and will work under best efforts until resolved.

5.2 SUBSCRIBER UNIT PROGRAMMING

- 5.2.1** The COUNTY will support participating agencies by providing programming handheld and mobile subscriber devices, as needed. Generally, County IT Services Staff will complete programming requests within 7 business days.
 - 5.2.1.1** County IT Services staff may limit programming to radios that are FCC certified and P25 compliant and are programmable using software that is readily available and supported by the manufacturer.
- 5.2.2** If a participating AGENCY requires access to another AGENCY's talk group(s), the requesting AGENCY must obtain written permission from the talk group owner AGENCY and submit that written authorization to the County IT Service Desk for processing.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

- 5.2.3** AGENCY is responsible for the purchase, maintenance, and repair of its own Subscriber Units and related equipment. In addition, the AGENCY will be responsible for the subscriber unit purchase of any optional features regardless of whether they are supported in the REGIONAL RADIO SYSTEM.
- 5.2.4** AGENCY is responsible for the purchase, maintenance, repair, and connection of its consoles to the COUNTY system core.

5.3 SERVICE / SUPPORT REQUESTS

- 5.3.1** For urgent matters, including system outages or service degradation, COUNTY IT Services on-call personnel will respond within 1 hour or less to diagnose the problem.
- 5.3.2** Priority will be given to the most impactful issue as determined by the County Chief Information Officer. Multiple IT Services staff (teams) may be deployed to multiple sites simultaneously.
- 5.3.3** The OVERSIGHT COMMITTEE will be convened as soon as possible to discuss and provide its input on priorities if the COUNTY cannot address multiple issues simultaneously.

5.4 SYSTEM STATUS / OUTAGE NOTIFICATIONS

- 5.4.1** COUNTY is responsible for monitoring the REGIONAL RADIO SYSTEM on a 24-hour basis, whether by on-site personnel or by an automated electronic monitoring and notification process. COUNTY shall notify AGENCY's designated representative in advance of any planned or unplanned maintenance activities affecting AGENCY. Notification of planned maintenance shall be made in accordance with section 6.5.
- 5.4.2** Realtime monitoring of GOS, among other parameters, will be used to determine repair priority levels. Any hardware or software failure that results in a real-time GOS of 5% or greater shall be treated as a major failure immediate repair response.
- 5.4.3** Due to the complexity and distributed administration and maintenance of the REGIONAL RADIO SYSTEM, problems typically occur when changes are made to hardware or software. To keep all representatives informed of any updates, notifications will be sent to all AGENCY representatives, OVERSIGHT COMMITTEE members and any subcommittee members, when the following actions occur:

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

- 5.4.4** Planned maintenance work is being performed on the REGIONAL RADIO SYSTEM that will impact performance or system operation.
- 5.4.5** Equipment malfunctions or failure occur that affect system performance or operation.
- 5.4.6** Configuration changes in infrastructure equipment or software.

5.5 SYSTEM MAINTENANCE

- 5.5.1** In the event of planned maintenance, the COUNTY will use all efforts to conduct this type of activity during off-peak hours where radio utilization is as low as possible. If an emergency or high priority incident is in progress at the time of scheduled maintenance, it may be necessary for the COUNTY to reschedule or delay the maintenance until the situation has stabilized and can be safely moved to alternate talk groups or channels.
- 5.5.2** Advanced notice of seven (7) business days shall precede planned maintenance activities. The notification methods shall be by phone, email, radio, or any combination of the same. The notification will consist of the type of planned maintenance activity, when the maintenance will be conducted, the amount of time anticipated to complete the activity and the anticipated impact to the REGIONAL RADIO SYSTEM and subsystems.
- 5.5.3** If a known activity has a significant operational impact upon any specific AGENCY, confirmation of receipt of notification shall be obtained. It is the responsibility of the COUNTY to ensure that all Agencies are notified well in advance of any such operations. Whenever possible, these operations shall be scheduled when the normal radio traffic is slowest.

5.6 SYSTEM OUTAGES

- 5.6.1** Upon notification of an equipment outage, COUNTY technical staff is expected to:
 - 5.6.1.1** Determine the impact of the impairment to the operation of the REGIONAL RADIO SYSTEM. A minor failure is something that either does not affect or minimally affects user functionality, capacity, or coverage. A major failure is something that seriously affects coverage, capacity, or risks user functionality of the REGIONAL RADIO SYSTEM.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

- 5.6.1.2** Determine if there are internal or external factors that alter the priority of system impairment, such as weather, subscriber loading, unique public safety activities or impending events, etc.
- 5.6.1.3** Determine if manual intervention is required. A serious failure requires initiating repair processes regardless of the time of day. Minor failures can wait until normal business hours or other convenient time before repair.
- 5.6.1.4** Determine if additional external resources are required.

5.7 LOST OR STOLEN EQUIPMENT

- 5.7.1** In the event that a radio programmed on the REGIONAL RADIO SYSTEM is lost, stolen, or missing, the COUNTY shall be notified immediately by the AGENCY. The AGENCY shall report lost/missing radios to the IT Service Desk at it.servicedesk@ventura.org or 805-658-4357. County personnel will disable and remove the radio from the REGIONAL RADIO SYSTEM within 4 hours

6. FUTURE SYSTEM ENHANCEMENTS

6.1 SYSTEM UPGRADES

- 6.1.1** AGENCY shall make any request for expanded services the OVERSIGHT COMMITTEE. The OVERSIGHT COMMITTEE will review the request and may grant preliminary approval for the AGENCY to work with the COUNTY in evaluating and developing planning for the request.
- 6.1.2** Examples of requests for expanded services include a request to add sites to the network to increase AGENCY's in-building coverage or to implement a network upgrade in order to receive a new feature. These types of requests require detailed assessment and planning due to their potential technical and rate impacts to all users.
- 6.1.3** The COUNTY will provide the assessment/evaluation information to the AGENCY and if it wants to proceed the AGENCY will present the request to the OVERSIGHT COMMITTEE for review and approval.
- 6.1.4** The OVERSIGHT COMMITTEE may choose to approve the requested enhancement resulting in the revision of the approved rate structure or require the AGENCY to solely pay the full cost of the change without any rate increase.

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

- 6.1.5** All submitted requests for improvement will require a technical review to ensure that no agency is subject to negative impacts to operations and if there are negative impacts, there is a mitigation plan developed and included in the plan that is acceptable to all affected partners.
- 6.1.6** If the OVERSIGHT COMMITTEE fails to identify a funding strategy for the proposed upgrade, The County reserves the right to veto the proposed change.

**VENTURA COUNTY REGIONAL RADIO SYSTEM
USE AGREEMENT**

COUNTY OF VENTURA

AGENCY

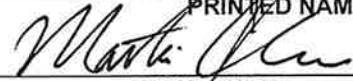
Terrence Theobald
Chief Information Officer
Ventura County Information Technology Services

Martin Erickson
Executive Director
Ventura County Transportation Commission

PRINTED NAME

PRINTED NAME

 6-13-25

 12/6/24

SIGNATURE

DATE

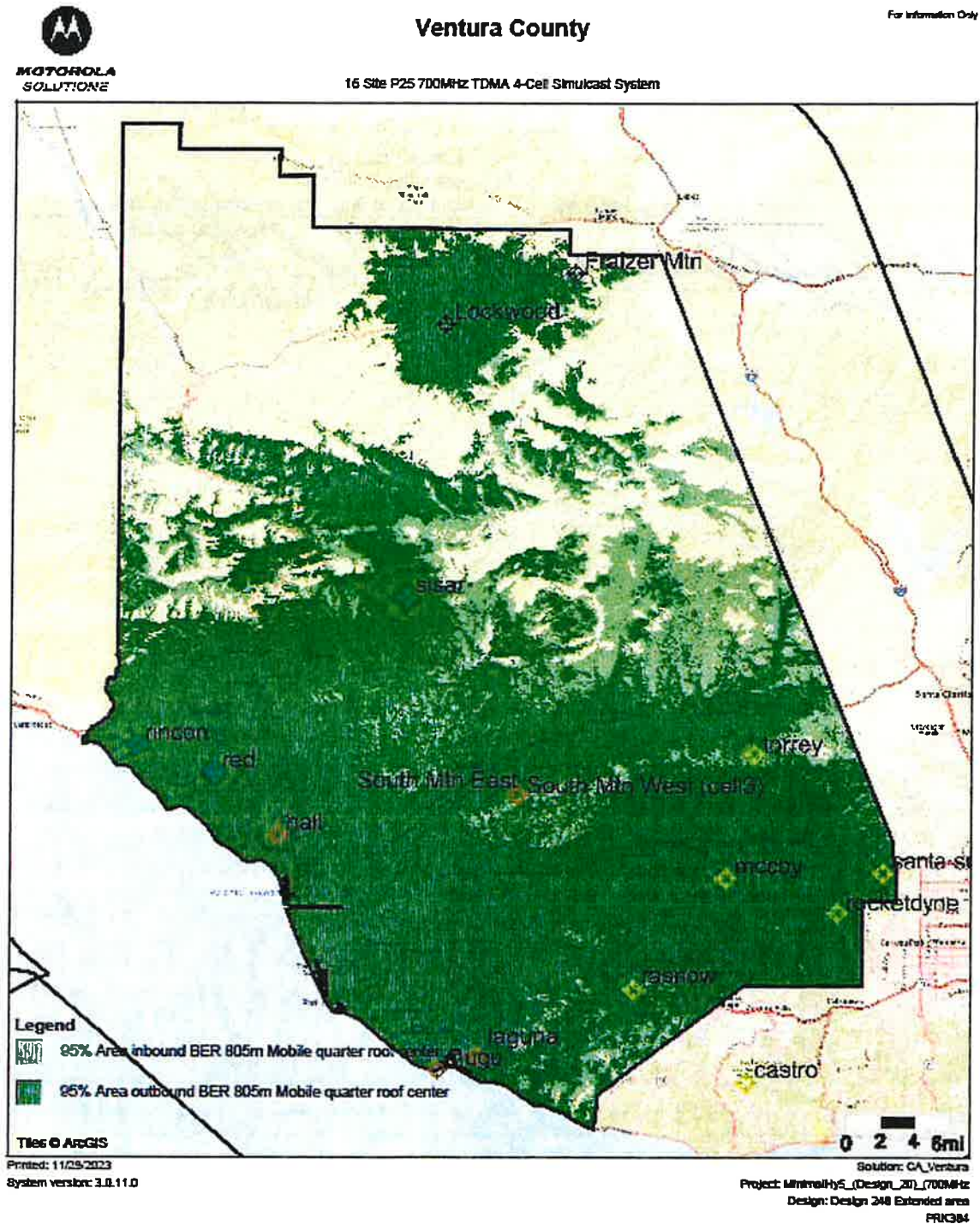
SIGNATURE

DATE

VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

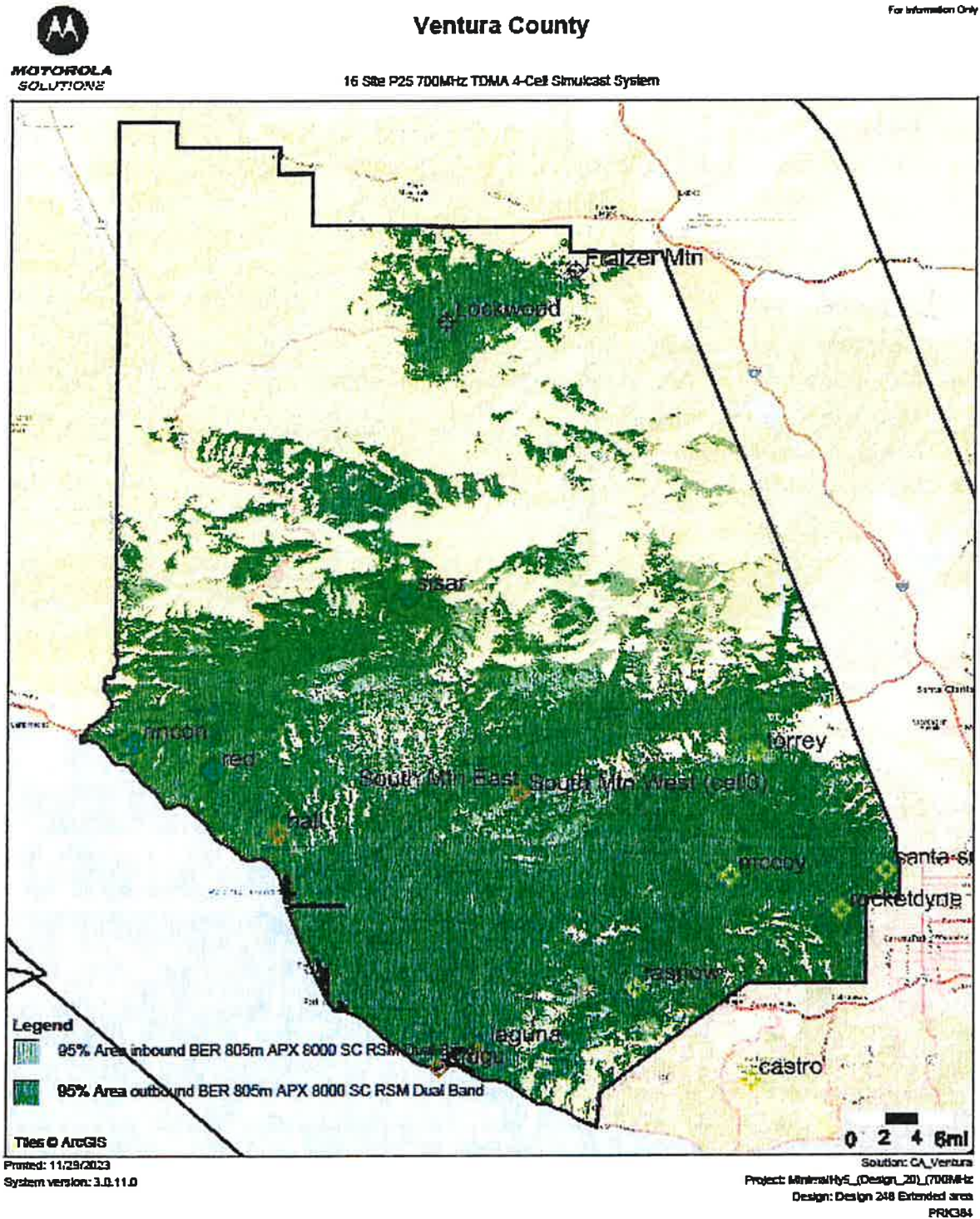
APPENDIX A: PREDICTED COVERAGE MAPS

MOBILE COVERAGE MAP



VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

PORTABLE COVERAGE MAP



VENTURA COUNTY REGIONAL RADIO SYSTEM USE AGREEMENT

APPENDIX B: REGIONAL RADIO FEATURE LIST

Radio Requirements

- FCC approved, P25 capable mobile or portable radio capable of operating on the 700mHz band.
- P25 9600 baud trunking enabled
- TDMA Enabled

Optional Features Supported

- Encryption (AES)
- Emergency trigger enablement
- Motorola Smart Connect, including LTE and WiFi connectivity
- Motorola Smart Mapping
- Motorola Smart Locate
- Motorola OTAP