



Date of Agreement:

California Radio Interoperable System (CRIS) Trunked Radio Service Agreement

This Cooperative Service Agreement (“Agreement”) is hereby entered into on _____ by and between the California Governor's Office of Emergency Services, Public Safety Communications, referred to herein as “Cal OES/PSC” and the _____ referred to herein as the SUBSCRIBER. Together, Cal OES/PSC and the SUBSCRIBER shall collectively be referred to as the “Parties.”

RECITALS

WHEREAS, the CRIS is a statewide trunked radio system designed to provide state, federal, local, and tribal public safety first responders the ability to seamlessly communicate intra-agency and inter-agency across the majority of the State of California;

WHEREAS, the CRIS operates in the 700/800 MHz frequency spectrum utilizing Project 25 Phase II technology and provides mobile radio coverage along the major traffic arteries throughout the State of California as well as the major areas of the state's population;

WHEREAS, to expand and enhance coverage in densely populated areas of the State of California such as San Diego, Sacramento, Los Angeles and San Francisco, the CRIS will link with existing regional trunked radio systems;

WHEREAS, the CRIS is managed by Cal OES/PSC and Cal OES/PSC is responsible for engineering, maintaining, operating and modifying the system;

WHEREAS, Cal OES/PSC is also responsible for ensuring that Federal Communications Commission (FCC) licensing is maintained for all equipment operating on the CRIS system frequencies;

WHEREAS, certain agencies who would like to participate in the CRIS shall do so by entering into this Agreement with the Cal OES/PSC;

WHEREAS, the CRIS will provide SUBSCRIBER with improved radio frequency coverage and enhanced ability to intercommunicate with other first responders during emergency situations;

WHEREAS, Cal OES/PSC will receive fees from the SUBSCRIBER to access the CRIS and such fees will help to further develop the CRIS and provide more efficient use of California's allocated 700/800 MHz frequency spectrum;



WHEREAS, by signing this Agreement, both Parties benefit by being able to more efficiently coordinate actions in the event of an emergency through a common radio communications system.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

AGREEMENT

Under this Agreement, Cal OES/PSC shall provide trunked radio services to the SUBSCRIBER through the CRIS. Such services shall be provided based solely on the terms and conditions set forth herein.

1. Cal OES/PSC RESPONSIBILITIES

Cal OES/PSC hereby agrees:

- 1.1. To provide 700/800 MHz trunked public safety radio communications service on a 24 hours per day, 7 days per week, 365 days per year basis to SUBSCRIBER. Cal OES shall provide mobile radio coverage to SUBSCRIBER through the CRIS along major traffic arteries throughout California and in densely populated and rural areas throughout the state. For current predicted coverage, please refer to the CRIS website at www.caloes.ca.gov/CRIS.
- 1.2. To ensure normal system maintenance will be performed as required on a 24-hour per day, 7 day per week, 365 days per year schedule on the CRIS to minimize any system infrastructure down time. Planned outages for scheduled maintenance for CRIS will be posted on the CRIS website. Repairs to the CRIS will be completed as defined under the Outage Reporting Policy at www.caloes.ca.gov/CRIS.
- 1.3. To provide as a basic service to the SUBSCRIBERS where the Primary SUBSCRIBER will pay a monthly SUBSCRIBER fee to utilize the system for day-to-day communications, receive a minimum of one (1) dedicated trunked radio talk group, and access to a minimum of one (1) interoperable talk group. Secondary SUBSCRIBERS will not be required to pay a SUBSCRIBER fee but will only have access to a minimum of one (1) interoperable talk group. Additional talk groups may be assigned by Cal OES/PSC to the SUBSCRIBER as needed.
- 1.4 To charge a monthly SUBSCRIBER fee per unit. The total monthly cost to the SUBSCRIBER will be based on the number of SUBSCRIBER units registered on the CRIS at the beginning of each monthly billing period. The SUBSCRIBER will be charged an administration fee for each separate activation of the radio equipment regardless of number of radios being activated. Refer to CRIS Rate Structure Sheet at www.caloes.ca.gov/CRIS.



2. SUBSCRIBER RESPONSIBILITIES

SUBSCRIBER hereby agrees:

- 2.1. To pay Cal OES/PSC all fees for the trunked radio system services through the CRIS in the agreed upon timeframe defined in Section 10 of this Agreement.
- 2.2. To keep Cal OES/PSC apprised as to the number of SUBSCRIBER radios utilizing the CRIS system. This shall be accomplished by utilizing forms OES-PSC-115 and OES-PSC-601 at www.caloes.ca.gov/CRIS to update Cal OES/PSC on the radios authorized by the SUBSCRIBER to operate on the CRIS. Activated radios not removed from the CRIS by the SUBSCRIBER shall continue to be charged to the SUBSCRIBER at the agreed upon service rate.
- 2.3. To maintain equipment operating on the CRIS to applicable FCC Title 47 Part 90 Code of Federal Regulations at:
(<https://www.fcc.gov/wireless/bureau-divisions/technologies-systems-and-innovation-division/rules-regulations-title-47>).
- 2.3.1. State of California SUBSCRIBERS shall utilize Cal OES/PSC for installation, maintenance, and repairs of all agency equipment operating on the CRIS pursuant to California Government Code 15277 and State Administrative Manual Section 4530.
- 2.3.2. Non-State of California SUBSCRIBERS shall be responsible for the installation, maintenance, and repairs of the SUBSCRIBER owned radio equipment including dispatch consoles, base stations, mobile and portable radios. If a Non-State of California SUBSCRIBER does not have the resources for installing, maintaining, or repairing the CRIS equipment, then the SUBSCRIBER may enter into a separate agreement for required services with Cal OES/PSC.
- 2.4. Not to lease, loan, give or provide in any form the agency owned equipment operating on the CRIS to any third party agencies for their use on the CRIS.
- 2.5. To observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and to operate the equipment in a reasonable manner so as not to cause undue interference with any other agency participants using the CRIS.
- 2.6. To keep all radio communication brief and to the point. Radio system traffic shall be limited to official business only. SUBSCRIBER is responsible for the appropriate use of the system in accordance with the Acceptable Use Policy at www.caloes.ca.gov/CRIS.



3. BILLING

- 3.1. SUBSCRIBER agrees to pay Cal OES/PSC monthly for the 700/800 MHz trunked radio service through the CRIS. The actual amount of monthly fees will be determined by the number of radios registered on the CRIS system at the beginning of each monthly billing period.
- 3.2. Payment of fees for State of California SUBSCRIBERS using CRIS will be electronically transferred from SUBSCRIBER to the Cal OES/PSC using a billing number.
- 3.3. Non-State of California SUBSCRIBERS will be billed monthly and will remit payment to Cal OES/PSC via check to:

State of California, Governor's Office of Emergency Services Attn:
Accounting Office
3650 Schriever Avenue
Mather, CA 95655-4203

- 3.4. SUBSCRIBER shall schedule the payment of invoices to the Cal OES/PSC no later than 15 days after receipt of said invoice. If errors are found in the invoice or the SUBSCRIBER disputes the invoice charges or services rendered, the SUBSCRIBER shall immediately notify Cal OES/PSC in writing. Partial payment of an invoice without Cal OES/PSC's approval is prohibited. SUBSCRIBER's failure to make timely payments in compliance with this section may result in action as defined in Section 4, Right to Suspend Service.
- 3.5. It is the SUBSCRIBER'S responsibility to inform Cal OES/PSC of any changes in service.

4. RIGHT TO SUSPEND SERVICE

- 4.1. Cal OES/PSC reserves the right to suspend SUBSCRIBER'S ability to add/remove equipment, modify existing service or add a new service should SUBSCRIBER fail to make timely payment to Cal OES/PSC for the services rendered. If SUBSCRIBER fails to make any payment or fails to perform as required by any other provision hereunder, SUBSCRIBER will be notified in writing of the violation. SUBSCRIBER must correct the violation within 30 days of notice or Cal OES/PSC may suspend SUBSCRIBER's service.
- 4.2. Notwithstanding the above, Cal OES/PSC shall have the right to immediately suspend SUBSCRIBER'S ability to add/remove equipment, modify existing service or add a new service at any time if SUBSCRIBER fails to use the CRIS in accordance with rules and regulations of the FCC or if SUBSCRIBER fails to use the CRIS in accordance with applicable laws and regulations, including the terms of this agreement, CRIS policies or attachments thereto.



5. RADIO PROGRAMMING

- 5.1. All State of California SUBSCRIBER radios shall be programmed for use on the CRIS system by Cal OES/PSC.

System keys may be provided to non-state SUBSCRIBERs or independent private service shops providing a programming service to non-state SUBSCRIBERs for radio programming of the CRIS frequencies into non-state owned equipment. System key requests must be made in writing to Cal OES/PSC. SUBSCRIBER hereby agrees that system keys will be surrendered immediately, if requested by the Cal OES/PSC.

6. COVERAGE

- 6.1. The CRIS is designed to provide mobile radio coverage along the State's major traffic arteries as well as 60% of the State's geographical area and 90% of the State's population. SUBSCRIBER understands and agrees that 100% coverage of any area at all times is unrealistic and improbable. Testing and experience with actual field conditions indicate adverse propagation conditions can occur from both natural and man-made conditions. SUBSCRIBER understands and agrees that such events are beyond the reasonable control of Cal OES/PSC.

SUBSCRIBER further understands and agrees that Cal OES/PSC is not providing a warranty of coverage for the CRIS.

7. TALK GROUP PRIORITY

SUBSCRIBER understands and agrees that it may experience limited or no access to the CRIS during an emergency talk group activation. To ensure that first responders have access to the system during normal and emergency situations, talk group access has been prioritized as follows:

7.1. Priority One - Emergency Identification

- 7.1.1. 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.

7.2. Priority Two - Public Safety

- 7.2.1. "Public Safety" includes the normal, daily radio transmissions of law enforcement, fire service, paramedic providers, and disaster preparedness personnel using the CRIS. Agencies generally considered non-public safety, but support law enforcement and fire response agencies on a regular basis such as California Department of Transportation (DOT), shall be considered as Public Safety in regards to traffic prioritization.



7.2.2. "Public Safety" also includes the CRIS users whose typical lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.

7.3. Priority Three - Non-Public Safety, Special Event

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

7.4. Priority Four - Non-Public Safety, Regular

7.4.1. "Non-Public Safety, Regular" includes the normal daily radio transmissions of public service agencies using the system.

8. USE AND EXPANSION OF TRUNKED RADIO SYSTEM

8.1. Cal OES/PSC may, at its sole and exclusive discretion, provide trunked radio system services to other entities through the CRIS. SUBSCRIBER understands and agrees that Cal OES/PSC may entered into other service agreements to provide trunked radio services to certain public safety and non-public safety Subscribers and intends to expand the number of users by entering into new agreements in the future. SUBSCRIBER also understands and agrees that Cal OES/PSC will expand the area covered by the CRIS to improve system performance in the future.

8.2. Cal OES/PSC agrees that any expansion of the system will not diminish the ability of SUBSCRIBER to use the CRIS.

9. WARRANTIES

Cal OES/PSC warrants that its management and operation of the CRIS will comply with reasonable and standard industry practices.

10. AGREEMENT TERM - AUTOMATIC RENEWAL

10.1. The term of this Agreement shall be for one year or for the portion of the year commencing on the Effective Date of this Agreement and shall automatically renew on July 1st each year thereafter. This Agreement shall automatically extend under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either party may terminate this Agreement at any time by giving to the other party written notice at least ninety (90) days prior to the termination date or by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension.



10.2. The rates, charges, and fees due and payable by SUBSCRIBER for any annual extension shall be the same as those during the preceding term unless Cal OES/PSC notifies SUBSCRIBER of any changes in the rates, charges, or fees. If, after such notification, SUBSCRIBER does not terminate this Agreement and allows it to automatically renew, charges for the next term shall be at the new rates, charges, and fees set out by Cal OES/PSC in its notification prior to the automatic renewal date.

11. INTERRUPTION OF SERVICE

11.1 Except for actions required by this Agreement, Cal OES/PSC shall not be liable to SUBSCRIBER or any other person for any loss of service or damage resulting therefrom, regardless of the cause. Cal OES/PSC does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of Cal OES/PSC or its subcontractors, including, but not limited to, acts of God, acts of Governmental entities, acts of the public enemy, strikes, or severe weather conditions. In the event of any failure or delay attributable to the fault of Cal OES/PSC or its subcontractors, SUBSCRIBER agrees that its sole remedy shall be limited to a credit for loss of service.

12. GENERAL PROVISIONS

12.1. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

12.2. Amendments

This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.

12.3. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

12.4. Captions

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.



12.5. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

12.6 Entire Agreement

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

SIGNATURES

WITNESS WHEREOF, this agreement has been executed by the parties hereto as of date written below:

**CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES/PUBLIC SAFETY
COMMUNICATIONS**

SUBSCRIBER

APPROVED BY:

APPROVED BY:

Name and Title

Name and Title

Signature

Date

Signature

Date