



Silicon Valley Regional Interoperability Authority

WORKING COMMITTEE REGULAR MEETING AGENDA
MAY 10, 2021, 2:00 PM

Consistent with Governor Newsom's Executive Orders N-25-20 and N29-20 temporarily suspends certain Brown Act provisions to allow special districts to make meetings accessible electronically, this meeting will only be available to the public via Teleconferencing

Silicon Valley Regional Interoperability Authority
Working Committee

Topic: **SVRIA Working Committee**

Time: **May 10, 2021 02:00 PM Pacific Time (US and Canada)**

Join Zoom Meeting

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Meeting ID: 890 5639 9609

Passcode: 159610

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1. Call to Order

2. Roll Call

Chair Heather Plamondon Santa Clara County Communication Director	Santa Clara County Representative	P / A
Vice Chair Jeff Hunter Battalion Fire Chief Sunnyvale DPS	At Large Member	P / A
Brian Loventhal City Manager City of Campbell	County/City Managers Association Representative	P / A
Ed Shikada City Manager City of Palo Alto	County/City Managers Association Representative	P / A
Nicole Frazier Palo Alto PD Senior Technologist	At Large Member	P / A
Ruben Torres Fire Chief City of Santa Clara	Santa Clara County Fire Chiefs Assoc. Rep	P / A
Andy Smith SJPD/Interoperability Communications Manager	San Jose Representative	P / A
Brian Glass Assistant Chief Santa Clara County Fire	Santa Clara County Representative	P / A
Steve Forman Battalion Chief San Jose Fire	San Jose Fire Department Representative	P / A
Pedro Espinoza Police Chief City of Gilroy	County Police Chiefs Association Representative	P / A
Judy Maloney Communications Manager City of Los Altos	PSCMA Representative	P / A
Kenneth Blackwell Technology Manager VTA	VTA Representative	P / A
Luis (Joonie) Tolosa Manager, Operations Analysis, Reporting, & Systems VTA	VTA Representative	P / A

3. Public Comment

At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.

4. Action on Consent Calendar

- a) Review and Approve Meeting Minutes from the Regular Meeting of March 8, 2021.

5. Action Items

- a) Review and Recommend Approval by SVRIA Board of Directors: Second Amendment to Agreement Between the County of Santa Clara and the SVRIA for Services for Technical Support and Administration of SVRIA Communications Systems.
- b) Review and Recommend Approval by SVRIA Board of Directors: Motorola Solutions Inc. for Site on Wheels project that is substantially grant funded by the California Governor's Office of Emergency Services.

6. Updates and Presentations

- a) Encryption Update – Andy Smith, Eric Nickel (Verbal Report and attached memo dated April 14, 2021, to the Santa Clara County Police Chiefs Association, Public Safety Communication Managers Association of Santa Clara and County Communication Director)
- b) Executive Director to execute the standard SVRIA Mutual Aid MOU adding the Internal Revenue Service-Criminal Investigations (IRS-CI) as a Mutual Aid Partner and only authorizing use of the SB Law Talkgroups under limited conditions when working or training with SVRIA Member and Participant Agencies – Eric Nickel (Verbal Report and attached MOU)
- c) SVRIA Website Refresh and Security Enhancements – Eric Nickel (Verbal Report)
- d) Cybersecurity and the SVRIA and SVRCS – Eric Nickel (Verbal Report)
- e) Renewal of Professional Service Agreements with General Counsel and Financial/Administrative Assistant – Eric Nickel (Verbal Report)

7. Future Items for Discussion

8. Adjournment

ACCOMMODATION: If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please call (408) 277-3394 at least 72 hours in advance of the meeting.

AGENDAS AND OTHER DOCUMENTS: Public Records Pursuant to Government Code Section 54957.5, all public records produced by the Authority relating to an open session item on this agenda that are distributed to a majority of the Working Committee Members and are not

exempt from disclosure pursuant to the California Public Records Act and will be available for public inspection at the SVRIA Office, 601 El Camino Real, Santa Clara CA 95050 at the same time that the public records are distributed or made available to the Board of Directors or Working Committee Members and at the meeting location at the time of the Board Working Committee meeting.

PUBLIC COMMENT: Anyone who desires to address the Board or Working Committee on an item appearing on the agenda may do so when public comment is called for on that item. Anyone who desires to address the Board or Working Committee on items not appearing on the agenda but within the subject matter jurisdiction of the Board or Working Committee may do so during the Public Comment item on the Agenda. The Board or Working Committee is unable to take action on or engage in detailed discussion of issues presented during the Public Comment item. Comments by the public should be limited to three (3) minutes.

CONSENT CALENDAR: Consent Calendar items are typically non-controversial in nature and are considered for approval by the Board or Working Committee with one single action. Members of the audience, Staff or the Board or Working Committee Members who would like an item removed from the Consent Calendar for purposes of discussion may request the Chairperson to remove the item to the regular agenda.

AGENDA ITEM 4a



Silicon Valley Regional Interoperability Authority

DRAFT REGULAR MEETING MINUTES

**Silicon Valley Regional Interoperability Authority
Working Committee**

**Monday, March 8, 2021
Teleconference/Zoom Online Meeting**

1. Call to Order

➤ Chair Plamondon called the meeting to order at 2:01 pm

2. Roll Call

Chair Heather Plamondon Santa Clara County Communication Director	Santa Clara County Representative	P / A
Vice Chair Jeff Hunter Battalion Fire Chief Sunnyvale DPS	At Large Member	P / A
Brian Loventhal City Manager City of Campbell	County/City Managers Association Representative	P / A
Ed Shikada City Manager City of Palo Alto	County/City Managers Association Representative	P / A
Nicole Frazier Palo Alto PD Senior Technologist	At Large Member	P / A
Ruben Torres Fire Chief City of Santa Clara	Santa Clara County Fire Chiefs Assoc. Rep	P / A
Andy Smith SJPD/Interoperability Communications Manager	San Jose Representative	P / A
Brian Glass Assistant Chief Santa Clara County Fire	Santa Clara County Representative	P / A

Steve Forman Battalion Chief San Jose Fire	San Jose Fire Department Representative	P / A
Pedro Espinoza Police Chief City of Gilroy	County Police Chiefs Association Representative	P / A
Judy Maloney Communications Manager City of Los Altos	PSCMA Representative	P / A
Kenneth Blackwell Technology Manager VTA	VTA Representative	P / A
Luis (Joonie) Tolosa Manager, Operations Analysis, Reporting, & Systems VTA	VTA Representative	P / A

3. Public Comment

One member of the public attended the meeting, but did not make any public comments.

4. Action on Consent Calendar

- a) Review and Approve Meeting Minutes from the Regular Meeting of January 11, 2020.
 - Motion Jeff Hunter / 2nd Pedro Espinosa to approve minutes: 12 Aye, 0 No, 1 Absent. Motion Passes.

5. Action Items

- a) Review and Approve Fiscal Year 2021/22 (FY21/22) Budget Recommendations for Board of Directors
 - a. Budget Overview Presentation by Executive Director Eric Nickel
 - Executive Director presnted a PowerPoint on the FY2021/22 Budget
 - The board established last year an asset replacement funding plan as reflected in the budget with an extra \$100,000 added into the reserves.
 - Some of the challenges moving forward, we are facing some fiscal constraints. And this budget reflects the sensitivity around that.
 - Roughly three quarters of our budget is committed to long-term service agreement contracts for Aviat, Motorola and our partners at County Communication.
 - Propose a nominal amount to begin training curriculum development for our dispatchers and our end users.
 - Money included in this budget to purchase a system for Motorola called CirrusCentral, that will allow us to monitor, measure and manage all the system performance down to a very granular level. We will take some of the workload off of our existing staff, primarily Chris Collins, who has to produce reports for the system, this gives that capability to the individual users that they can look at their radios on their system and figure out when and how they're being used and find ways to actually make the system more efficient.

- Challenges for the future include putting together a strategic plan, in particular the future capital expenditures as the equipment in the system needs replacing.
- Proposed budget of \$4,711,876 of that additional agency consoles that were purchased after their system was originally designed, and that doesn't impact all members, just the agencies that purchased the additional consoles. It's about \$135,000 of that. So, the increase that applies to all members of the system is roughly \$167,000.
- What's driving this increase? The biggest item is the board had approved asset replacement reserve program adopted in June of last year. As mentioned earlier, our long-term service and maintenance contracts have annual increases built into them, and that is 71% of SVRIAs total. We also doubled the cost of insurance. The insurance had been about \$85,000, and it's now about \$160,000. We were under-insured, and all of the assets owned by SVRIA are now adequately covered.
- The performance measurement and management system, CirrusCentral is approximately \$86,000.
- We're reallocating some existing budget for consultants and that total budget is less than the amended budget was for this current fiscal year. What that means is that the existing staff or consultants, which is me and Diane Stambaugh will be picking up a little bit more of the workload. We're using technology to create meeting transcripts, so we don't need to pay somebody to take minutes in this meeting
- Propose allocating some consulting money to a training specialist. It doesn't have to be somebody who is a specialist in developing technical things around the radio systems. We have a great team here, we have the public safety concept or managers, we have the technical folks, the radio shop folks, but what is needed is somebody who can put together a training curriculum, and training program.
 - Envision a training cadre from our member and participant agencies from the fire, and the law, and the dispatcher, and VTA, who maybe have some technical expertise in the system, but also enjoy passing on that knowledge of how to use the system. I also envision a series of just in time videos that could be shown at a tailgate briefing, a staff meeting that would take five to 10 minutes on basic features of the system.
- We're reducing professional and specialized services; those are the services that we pay for the executive director. Some of the other consultants that have been brought on before that budget has been reduced, we've reduced the office budget, expense budget and we've eliminated travel.
- We build the budget by user count. The user count of radios is what drives what everyone's individual budget.
- Agency assessments are in Attachment B.
- Jeff Hunter asked a question on further out Fiscal Years that looked to be less than next year. Executive Director Nickel said it was an oversight that the future CirrusCentral costs were not included, but he would update the numbers for the Board meeting.
- Andy Smith asked a question on the calculations of the budget details. Executive Director confirmed his calculations.

➤ No public comment

➤ Motion Chair Plamondon / 2nd Steve Forman to adopt Staff Report Recommendations: 12 Aye, 0 No, 1 Absent. Motion Passes.

b) Recommendation to Establish a Dispatcher and End-User Training Sub Committee

➤ Executive Director seeking a representative from the Working Committee to assist in heading up the Dispatcher and End-User Training Sub-Committee. Judy Maloney offered to take on the task. Steve Forman also offered assistance, but he wanted to check with his supervisor on his capacity to take on this project.

➤ Jooie Tolosa asked a clarifying question on adding subject matter experts from other fields to the committee. Executive Director said it was important to have a broad cross-section on the Training Sub-Committee and assistance is welcomed.

➤ Motion Andy Smith / 2nd Jeff Hunter to accept Staff Report Recommendations: 12 Aye, 0 No, 1 Absent. Motion Passes.

6. Updates and Presentations

b) Encryption Update – Andy Smith, Eric Nickel (Verbal Report and attached letter to Santa Clara County Police Chiefs Association)

➤ Encryption mandate memo came from the State DOJ in October of 2020. If agencies were not already encrypted, a plan had to be provided to the DOJ by December 31, 2020. SVRIA and the Fleetmapping Sub-Committee under Andy Smith's leadership produced templates for our law enforcement partners.

➤ SVRIA's plan is to have all talkgroups where personally identifiable information could be transmitted by December 31, 2021.

➤ Many SVRIA members are already encrypted. Several more have transitioned to encrypted talkgroups since January 1, 2021.

➤ There are some public policy concerns around transparency and media accessibility to real-time information that they'd normally been able to gather from a scanner.

➤ Andy Smith and the Executive Director have had a couple of meetings with the police chiefs, to walk them through the different items. One of the questions that was asked by the police chiefs is what is SVRIA's policy related to encryption and the mandate.

➤ SVRIA's policy is that we follow all appropriate federal, state, local laws and mandates. Of equal importance is that the SVRIA supports interoperable capabilities of the radio system.

➤ The police chiefs asked for a follow-up letter stating that position. The police chiefs wanted to be able to share that with their city managers, their council members when there was a community concern or council member concern.

➤ Right now we have all of our member law enforcement agencies encrypted with the exception of the City of Santa Clara and the City of Milpitas.

➤ We also have two small community college districts not encrypted yet.

➤ We are well down that path of getting everybody transitioned over to encryption for our law enforcement frequencies or talk groups.

➤ Agencies are also working to satisfy some of these public transparency, public policy transparency concerns. I have reached out to some other counties in the state that have gone through some similar instances, and we're trying to work on a technical solution if an agency wanted to provide unencrypted radio traffic to the media. The SVRIA is not going to do it on behalf of all the member agencies unless we're

- directed. There's obviously a cost associated with that, but there would be some sort of a real-time live stream of this law enforcement traffic to folks that had to log in to some form of secure audio listening web space. And that would be available only to the media, but that would be an individual decision left up to the different jurisdictions.
- We want to help our partner agencies to figure out if there is a solution
 - Andy Smith: The other piece of this is not only local agency, but it's also the South Bay Law Talkgroups that are used for interoperability. We met today with the group. The task at hand is to kind of put together a visualization of what transition or interim programming will look like, so that we can support both because nobody can program overnight.
 - So, we're going to come back to the internal committee, then in the technical committee at the end of the month with some recommendations on how to program a transition load if you will, the two concepts are a completely separate South Bay law zone in the radio. One's encrypted and one's not. The challenge with that would be anybody that's put an encrypted South Bay law at someplace else in their radio, as in the A, B and C zone for ease of use.
 - So, that wouldn't be functional from what I understand, both San Jose and the Sheriff. So, we're working on a plan that can be articulated in the technical group, and probably the project committee and try and move forward so that larger agencies such as ourselves and the Sheriff can start some interim programming. So more than I have to follow in the next couple of weeks so that they can go to the technical committee.
- c) Cellular Commercial Users Sub Committee Update – Chair Plamondon (Verbal Report)
- Update at the last meeting.
 - Working on the contract language and that we would be vetting it with the various Fire Marshals or the fire permitting representative from the jurisdictions. Will send it out to all the Fire Marshals and I'll be working through Julie Linney, who is our Fire Marshall for Santa Clara County, and we will be working through getting it out to all of them.
 - We have all of the information in our different user agreements and access agreements about radio interference. The concern that we have mostly with the cellular and commercial is these little micro cells that they're talking about doing and none of our infrastructure is really intended to be able to support that type of infrastructure. Will send this out to the working committee now that it's been through Eric and back through Gary with one change which was adding the Fire Marshall piece to it.
 - Please take the document that will be sent to you and share it with your Fire Marshals and planning staff to try to help us facilitate getting that information into the hands of anybody that might be approached by one of the cellular or commercial users.
- d) LAW Fleetmapping Sub Committee Update: Andy Smith & Committee Members (Verbal Report)
- The new CRIS state system is beginning to grow legs. San Jose is going to sign an agreement with them. It's gone through our city attorney because we're interested in two talk groups for two of our special ops groups, but we haven't broached the

concept of who needs to sign an agreement if we're going to add it to the SPRCS fleet map.

- There is a system use agreement that and there are some costs with uploading agency radio IDs. It's a \$250 administrative fee to load the radio IDs.
- The inter-op system throughout the state is free of charge, as long as it's used within the rules. If you want your own talk groups, the way that San Jose does, it's a pay as you go expense. In other words \$26 per radio, per month, that pushes to talk.
- Chair Plamondon with a question. So, the \$250 admin fee is if you want to dump your ID load into their masters, into their controller basically. How do we address that if you just want the inter-op, like if we just want to be able to add the state inter-ops into one of like our zone K or something like that, how do we make sure? Is there a \$250 admin fee to load 11,602 IDs into their system? Or how do you know, or can we ask that question so that we know?
- Andy Smith: If we gave the State our radio IDs, every time that we want to add or delete, for example, that's a \$250 admin fee. It depends on how often radios are being purchased or replaced. Anytime the State have to open up their core and their version to add or delete a radio ID, it's \$250.
- Chair Plamondon: So, we could probably get into some sort of like annual update schedule with them, maybe?
- Andy Smith: Absolutely.
- Chair Plamondon: That might just be worth it from the interrupts. I know the agencies, like such as yourself that are going to have your own separate relationship, and I think there's a couple of other jurisdictions that have expressed interest in that from at least the Bay Area community, that certainly would be on a schedule that is much more conducive to how you guys operate, but maybe just from the region, the SVRIA perspective at that higher level if we just said, "We just want the Inter Ops and we'll update it annually based on Eric's inventory that he gets, maybe that's a setup that we could work through and then the JPA would cover the cost for that.
- Andy Smith: My request would be twice a year; just as radios come and go throughout SVRCS. The city of San Jose is planning to budget to replace some of our APX 7,000 radios. So, San Jose may potentially may have more newer radios than a typical agency, and we'll deal with that ourselves, but I would think that every six months would probably be a good cadence from SVRIA.
- Chair Plamondon: Yes, except we only do an inventory once a year or so. And I'm not sure that it makes sense for us since we're not changing our inventory to the JPA. I'm not sure that we have a hard enough time getting people to respond to us a once a year inventory. So, that might be something that Eric can decide how much he wants to try to pursue it.

e) System Performance Reporting – Eric Nickel

- Chris Collins and I have been working on a system performance report. If the board approves the funding of the CirrusCentral, that would be a much more robust dashboard and tool for the individual agencies to take a look at.
- We are working to combine the report that we get from Aviat, shows the microwave sites usage and the capacity. We want to combine this with the Motorola performance report on portables and mobiles. The goal is to produce an easy-to-understand

document for our Board and then something much more robust for this group, the Project and Technical teams.

- f) Discussion on the process to disable portable radios – Eric Nickel, Chris Collins
- One of our law enforcement members expressed concern that portable radios could be taken either during protests, marches, lost and then used to interfere with radio communications. And the concern in the past was there was a longer time to get that portable disabled.
 - The ask was, can an individual agency be provided the ability to shut down portables? And the answer right now on the policy right now is no, because we can not segregate what you can shut down. SVRIA's concern is that the agency could inadvertently get a radio ID number mixed up and shut down some other agency's radios, and they wouldn't even know it. There is no way to separate out each agency's portable radios in this software.
 - Can we shorten down that time? So, instead of saying, "Maybe an hour to go through, oh the radio was lost, notify their dispatch, their dispatch notify as CountyComm, and CountyComm gets the, let's say it's after hours, the worst case scenarios, the on-call tech, the on-call tech logs in and then turns the radio off or disables the portable. Is there a way that we can shorten that down? So, that was the ask, And so, we were going to kick it back to this committee for, to either chew on it or reinforce the policy, look at other options.
 - Chair Plamondon: An hour is not unreasonable to get this all taken care of. The current setup that we have now works well. The response time on our call-outs is usually somewhere in the neighborhood of 12 minutes on average. So, we should be able to make that happen very quickly. As long as it takes for those phone calls to get made and we're here 24/7. Any of the techs can remote in and do it. They don't have to drive to Carroll Drive to do it.
 - Andy Smith: Just to echo what Heather said, I am very much in favor of the current system. Leaving this up to a dispatch center and a dispatch console, is very, very risky. It's also seldomly used. It's not going to be in everyday event, and the chances for risk or mistake are all probably to break, to turn off the wrong radio. I am fully in favor of leaving this role with CountyComm, and I think chief, I think that the best way to accomplish this is some sort of either letter, email, et cetera, that could go to the PSMA, that would outline the procedure very clearly. Obviously, it would become part of your new training program, but in the interim, let the dispatch centers know that. I think the biggest lag is going to occur from the, "Oh, I think I lost my radio, but I'm going to look for it next shift. I'm going to look for it next week. Shoot, I've lost my radio and it's now been a couple of weeks."
 - Chair Plamondon: We did address that with PSMA on the last meeting that we just had last Wednesday, and then followed it up with notification on email back out to that distribution and also to back as just a reminder to my internal dispatch staff. And yes, it includes the second leg of the journey which is getting the information out to Bay RICS as well. We will follow up and make sure that that happens as well.
 - Steve Forman: In shutting down a radio, can that be done through the identifying it through the alias or does it have to be done through the radio ID? Answer: It needs to be the radio ID.

- g) Follow up to adding Internal Revenue Service-Criminal Investigations (IRS-CI) to SVRIA (Attached letter to IRS-CI)
- We took the recommendation to the board, the board voted unanimously to not have them join as a participant member with their own talkgroups. I did reach out both verbally as well as the letter with David Shinoda, the special agent in charge. He was very disappointed. I presented him a couple of other options. We intend to have the IRS-CI sign a mutual, a partner agreement, similar to the one that we have signed with CHP, US Coast Guard, FBI.
 - They will come onto the system as a mutual aid partner and have access to the Inter Op talkgroups. Their technology lines up with encryption and we can provide them recorded talkgroups.
 - This has a good outcome. It's obviously not exactly what they wanted, but I think now with the statewide CRIS system, that's probably a better option given that their territory that they operate in is from Bakersfield to the Oregon, California border.

7. Future Items for Discussion

- Steve Forman: Requesting an update (could be a verbal report) from the Fire Marshals or the Executive Director on radio interference from solar panel arrays.
 - County Comm is having interference conversations with Motorola.
 - SVRIA has invested approximately \$15,000 to purchase advanced frequency and interference testing equipment. Will be housed at County Comm.

8. Adjournment

- Chair Plamondon adjourned the meeting at 3:03 pm


AGENDA ITEM 5a



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Working Committee
May 10, 2021**

TO: Working Committee
Silicon Valley Regional Interoperability Authority (SVRIA)

FROM: Eric Nickel, Executive Director 
Silicon Valley Regional Interoperability Authority (SVRIA)

SUBJECT: Second Amendment to Agreement Between the County of Santa Clara and the SVRIA for Services for Technical Support and Administration of SVRIA Communications Systems from July 1, 2021 to June 30, 2023.

RECOMMENDATIONS:

Review and recommend for Board approval to authorize the SVRIA to enter into a Second Amendment Agreement with Santa Clara County Communications for continued technical support and administration of the SVRIA communications systems and assets.

SUMMARY/DISCUSSION:

The Silicon Valley Regional Communications Systems (SVRCS) has been well-served under the current agreement with Santa Clara County Communications. The SVRIA continue to work with our local partners to identify the most efficient and cost-effective manner to provide support and administrative services to the radio and microwave infrastructure for the SVRCS.

The Santa Clara County Communications Technical Services Division has provided field services for the last three years. The field technicians consistently exceed performance expectations servicing the equipment and providing guidance as the system was completed and upgraded.

There are many skilled technicians who maintain and repair components of the SVRCS. The ability to utilize their skills to work on the infrastructure that is deployed in support of our Member and Participant Agencies is a significant benefit to the System. Response times are short as most technicians live in the area. All technicians have obtained the appropriate security clearance, and all are familiar with the sites.

In addition to providing technical support to the SVRIA, the agreement also includes maintaining the regional cache of radios, managing the BayMACS Interoperability Channel, maintaining the Site on Wheels Trailer, and maintaining the SVRIA Infrastructure Assets Management System. This one-stop support provider allows us to efficiently service, consistently maintain, and account for SVRIA's multi-dollar investment.

The nominal increase is due to cost adjustments from labor and equipment costs. Under Proposition 218, the County of Santa Clara cannot make a profit on this agreement. The revenues derived must not exceed the costs to provide the service, and revenues derived from the agreement must not be used for any other purpose.

The SVRIA General Counsel has reviewed the amendment update and has approved it as to form.

This amendment will be heard by the SVRIA Board on May 27, 2021. If approved, the County Board of Supervisors must also authorize the County's participation in the agreement. It is scheduled to be heard by the Board of Supervisors on June 8, 2021.

FISCAL IMPACT:

The approved FY21/22 Budget includes funding for the Maintenance Services Agreement.

ATTACHMENTS:

- A.** Copy of the Second Amendment to Agreement for Technical Support and Administration of SVRIA Communications Systems between the SVRIA and Santa Clara County Communications

AGENDA ITEM 5a: Attachment A

DocuSign Envelope ID: 1F68512D-305C-4BBA-892A-0541070BEFD9

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY
FOR SERVICES FOR TECHNICAL SUPPORT AND ADMINISTRATION OF SVRIA
COMMUNICATIONS SYSTEMS**

This is the Second Amendment to the Agreement between the County of Santa Clara (COUNTY) and Silicon Valley Regional Interoperability Authority (SVRIA) for services for technical support and administration of SVRIA Communications Systems executed on July 1, 2018.

This Agreement is amended as follows effective July 1, 2021.

1. The term of contract is amended to begin on July 1, 2018 and expire on June 30, 2023.
2. Paragraph 8.4.2 is revised to read:

“8.4.2 Services will be billed monthly on a time and materials basis, with an hourly breakdown and recap if there is a field deployment. Rates for technician services and engineering services will be updated each fiscal year. The following rates will be effective for fiscal year 2021/2022:

	<u>Regular Rate</u>	<u>Overtime Rate*</u>
Technician Services	\$166.00 / hr	\$249.00 / hr
Communications Systems Technician		
Assoc Comm Systems Technician		
Senior Comm Systems Technician		
Engineering Services	\$211.00 / hr	\$316.50 / hr
Communications Engineer		
Comm Engineering Manager		

*Overtime Rate: There will be a minimum charge of 4 hours at the overtime rate when staff must respond after regular work hours. As defined in Exhibit C, overtime applies to service outside the normal business hours of Monday – Friday, 7:00 a.m. to 3:30 p.m.”

3. Exhibit A – List of Existing SVRIA/SVRCS Equipment & Systems is removed and replaced in its entirety by the attached Exhibit A – List of Existing SVRIA/SVRCS Equipment and Systems, dated April 7, 2021.

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- 4. All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

SIGNATURES

COUNTY OF SANTA CLARA:

SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY

 Mike Wasserman, President Date
 Board of Supervisors

 Peter Leroe-Munoz, Acting Chair Date
 Board of Directors SVRIA

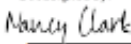
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

 Megan Doyle
 Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

DocuSigned by


 Nancy Clark, Deputy County Counsel

 Gary M. Baum, General Counsel

Attachment: Exhibit A – List of Existing SVRIA/SVRCS Equipment & Systems, dated April 7, 2021

Exhibit A

List of Existing SVRIA/SVRCS Equipment & Systems

Service Items	Product / Quantity
ECOMM Technical support: 24x7x365. Field Services	(18) TRuepoint 5200 in service. (26) TRuepoint 5200 spares. (130) Eclipse (IRU600) (79) Eclipse (INUe) (2) Eclipse (NTU) (2) Cisco Router 3750. (39) Cisco Adaptive Security Appliances (ASA 5540, 5510, 5520). (18) Cisco 3560 POE switches for VoIP Network. (31) Cisco ASR-903 Routers. (45) Zhone IMACS Channel Banks. (39) Emerson Chargers. (2) Sageon Chargers. (35) TRAK GPS. (40) Andrew Dehydrators. (81) Andrew Waveguide and antenna (dish).
Cache Radio Maintenance	(98) Radios: Motorola APX 7000
BayMACS	Corrective and Preventative Maintenance and equipment repair or replacement
TransMAC Trailer	Corrective and Preventative Maintenance and equipment repair
Technical and Engineering Support	FCC coordination, system design consultation, project management


AGENDA ITEM 5b



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Working Committee
May 10, 2021**

TO: Working Committee
Silicon Valley Regional Interoperability Authority (SVRIA)

FROM: Eric Nickel, Executive Director 
Silicon Valley Regional Interoperability Authority (SVRIA)

SUBJECT: Review and Recommend Approval by SVRIA Board of Directors:
Motorola Solutions Inc. for Site on Wheels Project that is substantially
grant funded by the California Governor's Office of Emergency Services.

RECOMMENDATIONS:

Review and recommend for Board approval to execute a purchase order with Motorola Solutions, Inc. for radio equipment, infrastructure, and a one-year warranty for the Site on Wheels (SOW) Project.

SUMMARY/DISCUSSION:

The State of California established a grant program for state, local, and special district government agencies to mitigate utility-initiated power shutoffs, also known as Public Safety Power Shutoffs (PSPS) due to extreme fire weather events. On October 9, 2020, the State allocated \$20 million to California special districts as part of a grant program administered by the California Governor's Office of Emergency Services (CalOES).

The Community Power Resiliency Allocation to Special Districts Program supports special districts with additional preparedness measures. California special districts that have an identified critical facility or facilities, or provide critical infrastructure, pursuant to the de-energization guidelines adopted by the California Public Utilities Commission are the only eligible agencies.

Several Silicon Valley Regional Communications System (SVRCS) sites have gone without power during winter storm events or PSPS. In the winter of 2018-2019 one SVRCS site was on generator power for over two months due to a commercial power outage.

The County has experienced several PSPS events since July 1, 2019:

- 1) October 9-12, 2019, a PSPS outage of 66 hours affected 34,600 customer accounts (86,500 individuals).
- 2) October 26-28, 2019, a PSPS outage of 94 hours affected 25,300 customer accounts (63,250 individuals).
- 3) October 14-16, 2020, a PSPS outage of 48 hours affected 2,200 customer accounts.
- 4) October 25-28, 2020, a PSPS outage of 60 hours, affected 4,182 customer accounts.

In 2020, SVRIA began improving its Continuity of Operations and Disaster Planning. The SVRIA Emergency Response and Recovery Plan was originally developed by staff over 10 years ago. A major revision, partly due to the increase in PSPS events, is nearly completed. The Plan outlines specific measures for Authority management notification, determination of emergency actions, activation of the Emergency Management Team, Department Emergency Operations Center, and Technical resources in the event of a planned or unplanned widespread power outage event.

The SOW is designed to be deployed during emergencies and disasters such as a power outage caused by a PSPS to support a system site outage. The SOW is also available as a regional resource to support other radio systems in the San Francisco Bay Area Region.

The SVRIA applied for the maximum grant award of \$300,000. Two days after the last Working Committee Meeting, the SVRIA received the award notice on March 12, 2021 (Attachment A). Since receipt of the notice, SVRIA staff have:

- 1) On March 27, 2021, obtained Board of Directors approval to enter into agreement with CalOES on the grant program.
- 2) Completed discussions with Motorola staff on the proposal and the ability to deliver the equipment and complete the project by CalOES's October 31, 2021, deadline.
- 3) Clarified sole-source procurement with CalOES. We must follow SVRIA's procurement guidelines. SVRIA does meet the procurement guidelines because of the recent eight-year equipment pricing agreement with Motorola that the SVRIA Board approved on June 3, 2020. The prices on this agreement were based on competitively bid and awarded contract from another area that SVRIA could piggy-back upon the terms.
- 4) Initiated license application with the Federal Communications Commission (FCC) to obtain the necessary frequencies to operate the SOW.
- 5) Received the \$300,000 check from CalOES.

CalOES set October 31, 2021, as the deadline for completing the grant project. This compressed timeframe posed a significant challenge and SVRIA, County Communications and Motorola staffs have all been working rapidly to meet the target. On May 4, 2021, CalOES informed grant awardees that the project completion deadline had been extended to March 21, 2022. This five-month extension is helpful and will

allow for a more orderly and thoughtful procurement and buildout process. CalOES is requiring a project update by November 30, 2021.

FISCAL IMPACT:

The CalOES Grant funds \$300,000 of the \$448,011 proposal. It is recommended that anticipated carryover balance from the current FY2020/21 Budget cover the remaining \$148,011. While we don't know the exact amount, we are anticipating approximately \$150,000 to \$200,000 in remaining funds.

The project costs include:

Equipment	\$ 281,201
Implementation Services	\$ 199,018
Incentive if ordered before June 1, 2021	<u>(\$ 58,219)</u>
Sub-Total	\$ 422,000
Sales Tax	\$ 26,011
Grand Total	<u>\$ 448,011</u>

The project costs do not include post warranty maintenance or the System Upgrade Assurance (SUA) Program. It is recommended that these two be included in future annual budgets. The total cost for both beginning in FY22/23 is \$22,111. Staff will update the warranty and SUA future budgets accordingly, so the SOW is maintained and upgraded like the rest of the SVRCS.

ATTACHMENTS:

- A.** Notification of Subrecipient Allocation Letter from CalOES, dated March 12, 2021.
- B.** Motorola SVRIA ASTRO25 Express Site on Wheels Proposal, dated January 25, 2021.

AGENDA ITEM 5b: Attachment A

GAVIN NEWSOM
GOVERNOR



MARK S. GHILARDUCCI
DIRECTOR

March 12, 2021

Denise Sellers
Executive Director
Silicon Valley Regional Interoperability Authority (SVRIA)
601 El Camino Real
Santa Clara, CA 95050-4307

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION
Fiscal Year (FY) 2020 Community Power Resiliency Allocation to
Special Districts Program
Period of Performance: July 1, 2020, to October 31, 2021

Dear Ms. Sellers:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2020-21 Community Power Resiliency allocation in the amount of \$300,000. Eligible activities under this allocation are limited to:

- Equipment-
Funds may be used for the procurement of:
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage;
 - Redundant emergency communications (e.g., battery-powered radios);
 - Portable vehicle-mounted charging stations;
 - Portable battery-powered and rechargeable radio repeater and transmission equipment.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8859 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

- Plans-
Funds may be used for the development/update of:
 - Continuity plans;
 - Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
 - Risk assessments for critical infrastructure and lifelines;
 - Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the Grant Subaward period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, special districts are encouraged to collaborate with their county to support critical infrastructure and resiliency with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide a Progress Report on the expenditures of the funds. The Progress Report is due no later than **November 30, 2021**. This Progress Report shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity.

including whether the project or activity was completed and whether it was used during power outages.

- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 et seq.
- Comply with the California Public Records Act, Government Code Section 6250 et seq.
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____
Signature of Authorized Agent: _____
Printed Name of Authorized Agent: _____
Title: _____ Date: _____

Your dated signature and above fillable information is required on this Notification of Subrecipient Allocation. Please sign and return requested information to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email Cindy Logan at PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director

AGENDA ITEM 5b: Attachment B

See attached pdf file titled, Motorola SVRIA ASTRO25 Express Site on Wheels Proposal, dated January 25, 2021.

AGENDA ITEM 6a: Encryption Update (Verbal Report and attached memo dated April 14, 2021, to the Santa Clara County Police Chiefs Association, Public Safety Communication Managers Association of Santa Clara, and County Communication Director)



Silicon Valley Regional Interoperability Authority

DATE: April 14, 2021

TO: Phan Ngo, President, Santa Clara County Police Chiefs Association
Trisha Adcock, President, Public Safety Communications Managers Association of Santa Clara County
Heather Plamondon, Chair, SVRIA Working Committee
Chris Collins, Senior Communications Systems Technician, 911 Communications Department, County of Santa Clara

CC: Law Enforcement Chiefs, Santa Clara County
Public Safety Dispatch Managers, Santa Clara County
Michael Gokey, Division Director, Technical Services 911 Communications Department, County of Santa Clara
Andy Smith, SVRIA Fleetmapping Subcommittee Chair

FROM: Eric Nickel, SVRIA Executive Director 

SUBJECT: **Notice of Encryption Transition of South Bay Law Interoperability Talkgroups beginning at 0700 hours on May 10, 2021**

Executive Summary

- 1) On May 10, 2021, technical staff of SVRIA member and participant agencies will begin radio encryption programming that will affect some South Bay Law (SB Law) Talkgroups.
- 2) Programming is expected to take approximately 90 days (mid-August).
- 3) SB Law Talkgroups 1 to 6 and 9 to 14 will be temporarily shut down.
- 4) SB Law Talkgroups 7, 8, 15 and 16 are not impacted and will remain available for emergency, planned event, and training uses. These Talkgroups are already encrypted.
- 5) Additional non-encrypted Interoperability Talkgroups are available including:
 - a. SB INTEROP 1 to 5
 - b. SB EMS 1, 2
 - c. SB PW 1, 2
 - d. SB LG 1, 2

Encryption programming is being done to comply with the California Department of Justice (DOJ) Informational Bulletin 20-09-CJIS, and to meet SVRIA's Interoperable Talkgroup deadline of December 31, 2021.

Background

The October 12, 2020 DOJ Informational Bulletin 20-09-CJIS mandated law enforcement agencies using the California Law Enforcement Telecommunications System (CLETS) to provide a plan to protect Personally Identifiable Information. SVRIA set a deadline of December 31, 2021 for SB Law Interoperable Talkgroups and recommended a similar deadline for member and participant agencies.

In order to program the radios to support encryption, several SB Law Talkgroups will be temporarily taken offline. Technical staff are recommending 90 days to complete radio programming.

While several SB Law Talkgroups will be temporarily offline, four encrypted interoperable SB Law Talkgroups remain available for emergency and planned uses. In reviewing usage of the SB Law Talkgroups, there are few situations where more than four interoperable law talkgroups were needed. In addition, several non-encrypted talkgroups are available to law enforcement including SB INTEROP, SB EMS, SB PW, and SB LG. To reserve talkgroups, please use the SVRIA online reservation system at <http://ors.svria.org>.

This temporary communications plan has been discussed and planned with the public safety dispatch managers, technical staff, individual law enforcement executives, and the SVRIA Executive Director.

The goal of the JPA is to enhance radio interoperability while member agencies complete the technical radio programming to support encryption. The purpose of the SVRIA is to enhance and improve communications, data sharing and other technology systems for the protection of the public, to enhance public safety, and to facilitate local and regional cooperative efforts. It is the policy of the SVRIA to comply with all federal, and state legal rules, regulations, and mandates.

Additional notice will be provided 72 and 24 hours in advance of the SB Law Talkgroup shut down.

Please let me know if you have any questions.

AGENDA ITEM 6b: Executive Director to execute the standard SVRIA Mutual Aid MOU adding the Internal Revenue Service-Criminal Investigations (IRS-CI) as a Mutual Aid Partner and only authorizing use of the SB Law Talkgroups under limited conditions when working or training with SVRIA Member and Participant Agencies

Radio Interoperability Memorandum of Understanding MOU between the
Internal Revenue Service Criminal Investigation and
The Silicon Valley Regional Interoperability Authority

The Silicon Valley Regional Interoperability Authority (“SVRIA” or “Grantor”) and the Internal Revenue Service Criminal Investigation (IRS-CI or “Grantee”) enter this Memorandum of Understanding (“MOU”) dated (insert start date), 2021, by which the SVRIA provides to IRS-CI permission to operate IRS-CI’s hand-held and fixed mobile radios on the SVRIA’s proprietary P25 radio system known as the Silicon Valley Regional Communications System (“SVRCS”) for the purposes and on the terms and conditions specified in this MOU.

1. Term of the MOU. This MOU shall become effective on the date it is fully executed by all parties, and shall remain in effect until December 31, 2030 unless sooner terminated pursuant to Section 25 of this MOU.
2. The authority for the IRS-CI to enter into the agreement is as follows: The Secretary of the Treasury has authority to investigate money laundering operations under 18 U.S.C. §§ 1956(e) and 1957(e). The Secretary has delegated that authority to the Commissioner of the IRS where the underlying conduct is subject to investigation under the Internal Revenue Code, or the Bank Secrecy Act, as amended, 31 U.S.C §§ 5311- 5332. Treasury Directive (T.D.) 15-42: “Delegation of Authority to Commissioner to Investigate Violations of 18 USC 1956 and 1957”, (Jan. 21, 2010, reaffirmed Dec. 21, 2016).
3. Purpose. This MOU is for the purpose of radio interoperability required in the field for IRS-CI’s authorized personnel to communicate with Members and Participants of SVRIA with whom its personnel work on a regular and recurring basis.
4. Authorized Personnel. Only Grantee’s personnel are authorized to use the programmed radios and transmit on the SVRCS talkgroups and channels under this MOU. Grantee shall not allow any unauthorized personnel to use those radios, talkgroups or channels.
5. Authorized Use. Grantee’s authorized personnel may use the SVRCS talkgroups and channels only (1) when working with SVRIA Members or Participants units on or during joint

operations, (2) during Priority 1 circumstances as defined in the CLEMARS system priority guidelines – disaster and extreme emergency operations for mutual aid and interagency communications, and (3) during Priority 2 circumstances as defined in the CLEMARS system priority guidelines - emergency or urgent operations involving imminent safety of life or protection of property. With the prior approval of SVRIA, Grantee may also use the SVRCS talkgroups and channels for training purposes on joint trainings with SVRCS Members or Participants

6. Talkgroups and Channels.

This MOU authorizes Grantee and its authorized personnel to access and transmit only on the following talkgroups and channels:

- a. SVRCS (Regional Interoperability) Talk Groups: SB-CALL, SB-INT1, SB-INT2, SB-INT3, SB-INT4, SB-INT5
- b. SVRCS (Local Interoperability) Talk Groups: SB LAW1-6, SB LAW 7&8 Encrypted (for spontaneous events) and SB LAW 9-14 , SB LAW 15 &16 Encrypted (for preplanned events)
- c. SVRCS (Local Interoperability) Talk Groups: SB FIRE1-8 (for spontaneous events) and SB FIRE 9-14 , SB FIRE 15 &16 Encrypted (for preplanned events)

Note - some of these channels are recorded routinely. Encrypted Channels **REQUIRE AES 256** Encryption

7. Radio Capabilities. Grantee must obtain its own radios capable of operation on a Motorola Phase 2 Digital TDMA P25 system with the most current version upgrade installed in order to access talkgroups on Grantor's 700MHz Interoperability System. FDMA Radios will not be permitted for use on the SVRCS.
8. Radio System Maintenance and Upgrades. Grantor may perform periodic system upgrades and/or decommission parts of the radio systems. Grantor will make best effort to ensure the system is backward compatible with Grantee's radios, however Grantor cannot guarantee that the Grantee's radios will be supported through the life of the MOU.
9. Radio Programming. Based upon specifications provided by Grantor, IRS-CI Programming entity or personnel will program, apply firmware upgrades as needed, perform radio alignment, and authorize the radios to function on SVRCS system. IRS-CI shall be responsible for all maintenance and repair costs on its radios used under this MOU.

10. Radio Identification Sheet. Grantee shall provide the Santa Clara County Radio Shop presently located at the 2700 Carol Drive, San Jose 95125 with a completed Radio Identification Sheet for each (enter model numbers) radio used under this MOU, so Grantor can properly track transmissions and radio IDs of Grantee's subscriber units and personnel accessing Grantor's network. A blank Radio Identification Sheet is attached to this MOU as Attachment A and incorporated by reference as if fully set forth herein. When the personnel Grantee has assigned to a programmed radio under this MOU change, Grantee shall provide an updated Radio Identification Sheet to the Radio Shop responsible for recordkeeping purposes, within 15 calendar days of the change, providing information on the authorized personnel currently assigned to the radio.

11. Radio Limit. This MOU authorizes Grantee to configure a maximum of 163 radios, fourteen (14) for the San Jose Office Special Agents and 149 radios for Special Agents posted in offices outside of Santa Clara County who upon rare occasion may be called in to assist the San Jose Special Agents in Santa Clara County.

12. Lost or Stolen Radio. In the event a radio programmed for access to the SVRCS channels is lost or stolen, Grantee shall immediately, and in any event no later than 24 hours, contact SVRIA and advise them of the six or eight digit radio number assigned to the lost or stolen radio for deactivation from the systems. If the radio is subsequently found, Grantee shall notify the same and the radio may be enabled again for operation on the SVRCS.

13. Radio Identification. The process requires that when the Grantee programs a radio, Grantee provides the Radio Shop with the call sign and the personnel assigned to the call sign in order to permit the Radio Shop to designate and log that radio call sign. Grantee must ensure its personnel identify themselves on the radio channel using their predetermined call sign.

14. Patching Prohibited. Grantee shall not permit its personnel to use frequency bridging equipment, a dispatch console or any other mechanism to "patch" or link any SVRCS talk groups to any other system, channel, sub-system or communications bridging equipment.

15. Communication Over Radio. Grantee agrees that its personnel will use plain speech when communicating on SVRCS talk groups and plain speech when using California Mutual Aid frequencies. In the event of inappropriate language or behavior, or misuse of the radio system by any of Grantee's personnel, Grantor may revoke and disallow that individual from using SVRIA's system and channels, or may terminate this MOU and disallow all of Grantee's

radios from use within its system. If this should occur, Grantor shall notify Grantee in writing of this revocation prior to deactivation.

16. **Disabling Radios.** Grantor may disable a Grantee radio temporarily or permanently in Grantor's sole discretion. Examples of when Grantor may determine to disable a radio include, but are not limited to, (1) if the radio is malfunctioning, (2) if Grantee's authorized personnel assigned to that radio is using the radio in violation of this MOU, or (3) if the radio is in any way interfering with the Grantor's communications.
17. **CLETS Transactions Prohibited.** Grantee will not run or request to run any CLETS transactions through Grantor. Should Grantee require a CLETS transaction, it will switch to its primary channel to request the transaction through its agency ORI.
18. **Access to SVRIA Records.** If Grantee seeks access to SVRIA records regarding radio transmissions, it shall submit a written request to the SVRIA Custodian of Records. The request shall specify the CAD or incident number (if known), the date and location of the incident, and the name, phone number and address of Grantee's contact for the request who is authorized to obtain the information for IRS-CI agrees to treat any unredacted material as confidential, to the extent permitted by law and to use any records it obtains only be used for official governmental and/or law enforcement purposes.
19. **Notices.** Unless otherwise specifically provided herein, all notices and other communications shall be in writing, addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via email:

To SVRIA:

Silicon Valley Regional Interoperability Authority
601 El Camino Real
Santa Clara, CA 95050
Attention: Executive Director
Email Address:

To IRS Criminal Investigation:

1301 Clay Street
Suite 1780S
Oakland, CA 94612
Attention: Special Agent in Charge

Email Address:

From time to time any party may designate a new address or recipient for notice for purposes of this Section 18 by written notice to the other party.

20. Contact Information. Each party shall provide the other party with a list of appropriate contact personnel for notices and notifications under this MOU. Each party is responsible for updating the list to ensure it is current.
20. Indemnification. The parties acknowledge that Title 31, United States Code, Section 1341, and Title 41, United States Code, Section 11, prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. The Internal Revenue Service Criminal Investigation is a self-insured entity supported by the U.S. Government. Under the Federal Tort Claims Act, Title 28 U.S.C. 1346, et seq., the U.S. Government, subject to certain enumerated exceptions, is liable for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Internal Revenue Service Criminal Investigation while acting within the scope of his or her office or employment under circumstances where the United States, if a private citizen, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.
21. No Guaranty or Warranty of Performance. Grantor does not guarantee or warranty that the SVRCS will function completely or properly for Grantee. Grantor assumes no responsibility or indemnity for any radio calls that lost, dropped or unable to be made under any radios used under this MOU. Grantee assumes all liability for the failure of the SVRCS to complete, initiate or continue any radio call.
22. No Assignment or Subcontracting. Grantee may not subcontract or assign any rights, duties or obligations under this MOU. Any MOU made in violation of this provision shall confer no rights on any party and shall be null and void.
23. Independent Agencies. None of the provisions of this MOU are intended to create, and none shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the MOU. Neither party nor its employees is an employee of the other party; nor is either party or its employees entitled to any of the benefits and protections afforded to employees of the other party. The parties to this MOU shall have no authority, express or implied, to act on behalf of any signatory in any capacity whatsoever as an agent. The parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation whatsoever. The parties agree that the provisions of this MOU are not intended to directly benefit any third party, and shall not be enforceable by any person or entity not a

party to this MOU. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the parties to this MOU.

24. Proprietary or Confidential Information of SVRIA and Third Parties. Grantee understands and agrees that in accessing and using the SVRCS talkgroups and channels under this MOU, Grantee may have access to private or confidential information that may be owned or controlled by SVRIA or to which SVRIA has authorized access, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to SVRIA or to third parties. Grantee agrees that all information disclosed by SVRIA to Grantee or to which Grantee has access by virtue of this MOU shall be held in confidence and used only in performance of the MOU.
25. Modification of MOU. This MOU may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this MOU.
26. Termination. Either party may terminate this MOU for any reason at any time upon 10 days written notice to the other party.
27. Entire MOU. This MOU sets forth the entire MOU between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 25, "Modification of MOU."
28. Severability. Should the application of any provision of this MOU to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this MOU shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable
29. The interpretation and enforcement of the MOU shall be governed by Federal Law, with the exception that the laws of the State of California shall be applied when not inconsistent with Federal Law.

IN WITNESS WHEREOF, the parties hereby have executed this MOU on the dates specified herein.

Agency: Silicon Valley Regional Interoperability Authority

Contact : Eric Nickel

Contact Ph # 408-615-5571

Rank/Position: Executive Director

Email: enickel@svria.org

Date: _____

Signature _____

Approved as to form:

Gary M. Baum, General Counsel SVRIA


Agency: IRS Criminal Investigation

Contact: Michael Daniels

Contact Ph Rank/Position: 202-701-8530/Special Agent in Charge

Email: Michael.Daniels@ci.irs.gov

Date: May 1, 2021

Signature_  ^E

MOU SVRIA SVRCS Radio Interoperability IRS-CI (Mutual Aid] revised 4-21-20

ATTACHMENT A

Radio Identification Sheet

Owner: _____

Radio Brand: Motorola or Compatible Subscriber

Radio Serial #: See Attachment B

Call Sign: See Attachment B

Agent Assigned: Insert name of authorized personnel
Last First M.I.

Agent Badge Number: (Various)

To be completed by IRS-CI and provided to Santa Clara County Communications

Date programmed on 700MHz Interoperability System:

Radio ID #: _____

Radio Alias: _____

24/7 POC for any issues with this Unit is required.

Name: _____

Email: _____

Phone#: _____