

TO: Honorable Board of Supervisors  
FROM: Jarrett Thiessen, Chief Information Officer  
By: Aaron Miller, IT Supervisor  
SUBJECT: Radio Service Agreements with the City of Lincoln

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DATE: January 12, 2021

### **ACTION REQUESTED**

Approve three agreements with the City of Lincoln for radio system use and radio support services related to the Placer County P25 Radio Network and the City of Lincoln radio dispatch console equipment, not to exceed \$450,000 in revenue in aggregate.

Authorize the County's Chief Information Officer (CIO), or designee, to sign all required documents.

### **BACKGROUND**

On March 24, 2020, the Board delegated authority to the CIO to negotiate and enter into intergovernmental service agreements for technology services up to \$100,000 per individual project or annual agreement. Under these agreements, Placer County provides services such as radio support services, to neighboring cities, counties, and other public entities, thereby reducing costs and improving coordination among local partners.

The action requested today is for the Board to approve a package of three intragovernmental agreements for radio support services with the City of Lincoln. Two of these agreements exceed the \$100,000 threshold of delegated authority to the CIO and therefore require Board approval. The first agreement is a "Radio Services Agreement" (not to exceed \$136,800) to provide radio support services including on-call support, monthly radio equipment maintenance, and annual performance maintenance for the City of Lincoln for up to six years. The second agreement is a "Radio User Agreement" (not to exceed \$197,400) to provide programming and support of up to three talkgroups that will be provided on the County's P25 Radio Network for up to five years. The third agreement is a "Radio Dispatch Agreement" (not to exceed \$97,094) to provide support services for their Motorola MCC-series radio dispatch console.

### **FISCAL IMPACT**

Revenue from these agreements is collected by the Placer County Radio Services Group. There will be no net increased cost to any county departments under these agreements. These agreements will result in an increased cost under the County's contract with Motorola Solutions, Inc., but this price increase will be passed onto the City of Lincoln.

### **ATTACHMENTS**

Attachment A – Radio Services Agreement  
Attachment B – Radio User Agreement  
Attachment C – Radio Dispatch Agreement

**AGREEMENT BETWEEN THE COUNTY OF PLACER AND THE CITY OF LINCOLN**

CONTRACT NO: PG010008-2020\_08\_01  
DEPARTMENT: Information Technology Department  
CLIENT: City of Lincoln  
DESCRIPTION: Radio Service Agreement

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and City of Lincoln (hereinafter "Client", collectively "Parties").

Whereas, Placer County may contract with cities, districts, and public agencies to provide services pursuant to Sections 23008 and 51350 of the Government Code and Section 303 of the Placer County Charter; and

Whereas, the Placer County Information Technology Department operates a Motorola P25 trunked radio system and has the expertise to service, maintain, connect, integrate, and configure radio systems and radio users; and

Whereas, Client needs service, maintenance, connection, integration, and/or configuration of its radio equipment, system, and/or users; and

Whereas, by utilizing Placer County for radio services, Client can obtain necessary services at a reasonable cost; and

Whereas, Placer County has a genuine interest in efficient radio communication between public entities, and this interest is advanced by providing radio services to local public entities.

Therefore, it is agreed by the parties to this Agreement as follows:

**1. Services**

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for Client in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**2. Payments**

Client's total fiscal obligation under this Agreement is not to exceed \$137,100.

In consideration of the services provided by County and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Client shall make payment to County based on the rates and in the manner specified in Exhibit B.

**3. Term**

Subject to the terms and conditions herein, this Agreement shall commence as of the date of the last signature by the Parties. The term of the Agreement is for one year.

This Agreement will renew each year on the anniversary of the commencement date with the final renewal occurring in 2026 unless this Agreement is terminated prior to that date in accordance with the terms set forth in Section 5, Termination. In addition, County or Client may opt not to renew by providing written notice to the other party at least 30 days in advance of the annual renewal date.

#### **4. Exhibits; Merger Clause; Amendments**

This following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Services  
Exhibit B: Payments and Rates

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **5. Termination**

Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

#### **6. Relationship of Parties**

The services performed by County under this Agreement are performed as an independent contractor and not as an employee of Client. County employees are not employees of Client and do not acquire any of the rights, privileges, powers, or advantages of Client employees.

#### **7. Mutual Hold Harmless & Indemnification**

The Parties agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its employees, officers, and officials ("Employees"), and shall not be responsible for the acts or omissions of the other party or the other party's Employees. These obligations relate to any and all claims, lawsuits, actions, or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees, relating to this Agreement ("Claims"). Each party agrees to defend, indemnify, and hold harmless the other parties and its Employees against any such Claim.

Employees of each party shall not be considered employees or joint employees of the other party for purposes of workers compensation, common law employment, or statutory employment obligations or benefits. Except where the allegations are of protected class harassment or discrimination, each party agrees to defend, indemnify, and hold harmless the other party and its Employees against any Claims brought by its own Employee against the other party or its Employees.

Where a party or its Employee is named as a party to a Claim the party agrees, on behalf of itself and its insurers, not to cross complain or otherwise seek indemnity or contribution against the other party or its Employees, except to the extent agreed to herein.

#### **8. Radio system features**

County does not guarantee the confidentiality or security of radio transmissions on radio systems referenced in this Agreement. Radio transmissions may be accessible by scanner, and County does not warrant security or encryption of radio transmissions. Any encryption of radio transmissions will be the responsibility of the Client equipment.

County is merely supporting the Client's use of radio equipment and systems and shall not be responsible for any Claims arising from Client's use of radio equipment and/or systems related to this Agreement. Client agrees to defend, indemnify, and hold harmless County against all such Claims.

#### **9. Confidentiality of Client Information**

All data or records which are provided by the Client to the County, designated confidential, and provided to carry out services under this Agreement will be protected from unauthorized use and disclosure by County. County agrees to maintain confidentiality of information as required under applicable federal, state, and local laws, regulations, and rules.

County may disclose confidential information to its employees and agents who have a need to know such information to perform duties under this Agreement and who have a duty to protect such information, which may arise under this Agreement or other applicable laws. County may disclose confidential information if required by law or a court order.

County will notify Client of any breach or unauthorized disclosure of confidential information as soon as possible. Upon receipt of a public records request, County will notify Client as soon as possible and will provide any response in advance of disclosure.

#### **10. Assignability and Subcontracting**

County will not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required under this Agreement without the prior written consent of Client.

#### **11. Insurance**

It is agreed that Client and County shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less

than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

## **12. Compliance with Laws; Nondiscrimination**

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to:

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable)
- The Americans with Disabilities Act of 1990, as amended
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance
- The Fair Employment and Housing Act

Further, County shall not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

## **13. Contract Materials**

County agrees to make documentation, reports, data, or records prepared by County under this Agreement (collectively, "contract materials") available to Client for the purpose of determining compliance with this Agreement or other applicable legal obligations. Client will have the right to inspect or obtain copies of contract materials during usual business hours upon reasonable notice.

County will maintain all required records relating to services under this Agreement for three (3) years after the final payment is issued or final services are rendered, whichever occurs later.

## **14. Controlling Law; Venue**

The Parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court.

## **15. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when either:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Emailed to the email address listed below, as of the date sent, provided the sender received confirmation of transmission (i.e., read receipt or other written acknowledgement from the recipient); or
- C. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark.

In the case of County, to:

Name, Title: Placer County Radio, IT Supervisor  
Address: 11459 F Avenue, Auburn, CA 95603  
Telephone: 530-889-7735  
Email: telecom@placer.ca.gov

In the case of Client, to:

Name, Title: Ruthann Codina, Budget Manager  
Address: 600 6<sup>th</sup> Street, Lincoln, CA 95648  
Telephone: 916-434-2437  
Email: Ruthann.codina@lincolnca.gov

## **16. Conflicts of Interest**

Each party warrants it has no current business or financial relationship with any employee, officer, or independent contractor of the other party that could create a conflict with this Agreement. Each party further warrants it will not enter into any such business or financial relationships during the term of this Agreement.

Each party warrants that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement.

Each party warrants that no official or employee, nor any business entity in which an official has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, each party agrees that no such person will be employed in the performance of this Agreement without immediately notifying the other party.

## **17. Licenses, Permits**

County represents and warrants to Client that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for County and/or its employees to practice its/their profession. County represents and warrants to Client that County shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

## **18. Non-Exclusivity**

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not prohibit Client from acquiring similar, equal, or like goods or services from other sources, nor does it prohibit County from providing similar, equal, or like services to other entities.

**19. Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**CITY OF LINCOLN ("CLIENT")\***

_____ Signature
Jennifer Hanson
_____ Print Name
City Manager
_____ Title
Date: _____

**COUNTY OF PLACER ("COUNTY")**

_____ Jarrett Thiessen, Director Department of Information Technology
_____ Date: _____

Approved as to Form
_____ Signature
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Signature
Date: _____

**EXHIBITS:**

Exhibit A: Scope of Services

Exhibit B: Payment Terms

\*Exhibit C: City of Lincoln Resolution authorizing contract award on August 25, 2020

\*If the Agreement is not directly authorized and executed by Client's legislative body, a copy of the legislative body's action granting authority to the individual executing this agreement must be attached as Exhibit C.

**EXHIBIT A  
SCOPE OF WORK – SERVICE AGREEMENT**

In accordance with the terms and conditions of this Agreement, County will provide the following services.

**1. Equipment List**

<b>Equipment Description</b>	<b>Equipment Location</b>	<b>Service Level(s)</b>
Four Position MCC 7500e radio dispatch console	770 7 <sup>th</sup> Street, Lincoln, CA	<ul style="list-style-type: none"> <li>• Monthly maintenance</li> <li>• Annual performance maintenance</li> <li>• On-call Service 'b', M-F 8-4:30</li> </ul>
Lincoln PD Conventional Channel -MTR2000 Repeater -Digitac Comparator -Qty. 3 Voting Receivers	Boulder Court (Main repeater) Comparator (Lincoln PD) Voting Receivers (City Hall, FS34, TBMS)	<ul style="list-style-type: none"> <li>• Monthly maintenance</li> <li>• Annual performance maintenance</li> <li>• On-call Service 'a', 24/7 Support</li> </ul>
Lincoln FD Conventional Channel – MTR2000	Boulder Court site	<ul style="list-style-type: none"> <li>• Monthly maintenance</li> <li>• Annual performance maintenance</li> <li>• On-call Service 'a', 24/7 Support</li> </ul>

Service will be provided at the location(s) specified above.

**2. On-call Service**

Client has selected on-call support for certain pieces of equipment, as indicated above.

Telecom Support Line: 530-889-7735  
 Normal business Hours: Monday through Friday, 8:00 a.m. to 4:30 p.m.  
 Email: telecom@placer.ca.gov

- a. **24-hours, 7-days a week support.** 24/7 access to the Telecom Support Line and dispatch services is included in this Agreement. However, calls to this line outside normal business hours should be reserved for critical emergency communication failures that prevent Client from communicating on covered equipment. County will make every effort to respond to Client within one (1) hour to determine the best course of action to resolve the problem. If needed, County will dispatch an on-call technician to address the problem.
- b. **Monday through Friday, 8:00 a.m. to 4:30 p.m. support.** Access to the Telecom Support Line and dispatch services during normal business hours are included in this Agreement. Any calls or dispatch services outside normal business hours will be billed at 1.5x the regular hourly rate, billed in minimum one-hour increments, including travel time. (i.e., a 65-minute call or trip will be billed at two hours).

### **3. Monthly radio maintenance**

This service includes an in-person examination and maintenance of covered radio equipment on a monthly basis. County will schedule monthly maintenance appointments ahead of time. On-location maintenance includes physically inspecting equipment, checking operating status of equipment, and cleaning of equipment as needed. In addition, this service includes monitoring of equipment alarms.

County will monitor and manage repairs and service required of 3<sup>rd</sup>-party vendors.

### **4. Annual performance maintenance**

This service includes an in-person examination and maintenance of covered radio equipment on an annual basis. County will schedule an annual maintenance appointment ahead of time. On-location maintenance includes physically inspecting equipment, checking operating status of equipment, verifying operation of the various components and cleaning of equipment as needed. In addition, this service includes monitoring of equipment alarms.

### **5. Service recommendations**

County may recommend repair or replacement of equipment and will provide a written cost estimate for such work. The recommended service will not proceed without written approval from Client's authorized agent.

Client is responsible for the cost of replacement equipment, hardware, and/or shipping. The charges for replacement will appear on the Client's next invoice.

### **6. Service exclusions**

Equipment upgrades and modifications are not included in this Agreement.

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; custom or special products, modified units, or software; and repair or maintenance of any transmission line outside of the building, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. County has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

### **7. Client Obligations**

#### **a. Safe Working Environment**

Client will use reasonable care in providing safe access to its equipment and facilities and a safe working environment during the County's provision of services under this Agreement.

**b. Client Contacts and Escalation Procedure**

Client must have a representative available twenty-four (24) hours per day, seven (7) days per week for issues arising under this Agreement. Please note who to contact first, who, if anyone should be contacted in case of emergency, and any specific escalation procedure.

Name	Contact Info	Days/Times Available
Ruthann Codina	916-434-2437, <a href="mailto:Ruthann.codina@lincolnca.gov">Ruthann.codina@lincolnca.gov</a>	M-F, 8a-5p
Renee Maldonado	916-645-4057, <a href="mailto:renee.maldonado@lincolnca.gov">renee.maldonado@lincolnca.gov</a>	24/7

**c. Equipment**

Client warrants and guarantees that it owns all equipment. Upon request by County, Client will provide a complete serial and model number list of the Equipment.

Client must provide all information pertaining to the hardware and software elements of systems and equipment covered by this Agreement.

Client must promptly notify County of any Equipment failure. For dispatch agreements, Client must provide prior notification to County of any planned maintenance or outages of the Console.

Client must promptly notify County in writing when any Equipment is lost, damaged, stolen or taken out of service. For service agreements, Client's obligation to pay Service fees for this Equipment will terminate at the end of the month in which County receives the written notice. For dispatch agreements, Client's obligation to pay for fees related to equipment taken out of service will terminate at the end of the year in which County receives the written notice.

All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Client must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

Any service that will interrupt communications and operation of Client's equipment will be mutually agreed upon between Client and County.

**8. Service Level**

Equipment will be serviced at levels set forth in the equipment manufacturer's product manuals, and routine service procedures that are prescribed within this agreement will be followed.

**EXHIBIT B  
PAYMENT TERMS – SERVICE AGREEMENT**

**1. Fiscal Year 2020/2021 Radio Service Rates**

<b>Service</b>	<b>Rate</b>	<b>Units</b>	<b>Extended Rate</b>
Regular Hourly service rate	\$128.00	As required	
After-hours Hourly service rate	\$192.00	As required	
Monthly maintenance per public safety console position	\$300.00	4	\$1,200
Monthly support for fixed radio system	\$350	2	\$700

County may increase rates annually. An increase in rates will only be based upon increased County costs. County will advise Client of any rate increases in writing 30 days prior to contract renewal.

**2. Invoicing**

Client and County will mutually agree upon a cutover date for the dispatch console. The three months following the cutover date will be a County provided warranty period which shall cover the installation of the dispatch console. Client's first payment under this agreement will be due on the first day of the month following the warranty period.

Changes to payment period must be made in writing and signed by both parties.

County will invoice Client for each payment period. County shall provide an invoice to Client by email or hardcopy to:

Lisa Rader  
600 6<sup>th</sup> Street, Lincoln, CA 95648  
invoices@lincolnca.gov

Invoices will include monthly charges, in addition to any one-time charges for equipment repair or replacement.

**3. Payment**

Payment is due on the first day of each month. Invoices not paid within 30 days of the invoice date may be subject to a 10% penalty. Failure to provide timely payment on more than one occasion is a material breach of this Agreement and ground for immediate termination by County.

Payment(s) must be made via check and mailed to:

Placer County - Radio Services Group  
2962 Richardson Drive  
Auburn, CA 95603

Please note the Contract Number on your check.

## AGREEMENT BETWEEN THE COUNTY OF PLACER AND CITY OF LINCOLN

CONTRACT NO: PG010008-2020\_08\_03  
DEPARTMENT: Information Technology Department  
CLIENT: City of Lincoln  
DESCRIPTION: Radio User Agreement

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and City of Lincoln (hereinafter "Client", collectively "Parties").

Whereas, Placer County may contract with cities, districts, and public agencies to provide services pursuant to Sections 23008 and 51350 of the Government Code and Section 303 of the Placer County Charter; and

Whereas, the Placer County Information Technology Department operates a Motorola P25 trunked radio system and has the expertise to service, maintain, connect, integrate, and configure radio systems and radio users; and

Whereas, Client needs service, maintenance, connection, integration, and/or configuration of its radio equipment, system, and/or users; and

Whereas, by utilizing Placer County for radio services, Client can obtain necessary services at a reasonable cost; and

Whereas, Placer County has a genuine interest in efficient radio communication between public entities, and this interest is advanced by providing radio services to local public entities.

Therefore, it is agreed by the parties to this Agreement as follows:

### **1. Services**

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for Client in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

### **2. Payments**

Client's total fiscal obligation under this Agreement is not to exceed \$197,400.

In consideration of the services provided by County and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Client shall make payment to County based on the rates and in the manner specified in Exhibit B.

### **3. Term**

Subject to the terms and conditions herein, this Agreement shall commence as of the date of the last signature by the Parties. The term of the Agreement is for one year.

This Agreement will renew each year on the anniversary of the commencement date with the final renewal occurring in 2025 unless this Agreement is terminated prior to that date in accordance with the terms set forth in Section 5, Termination. In addition, County or Client may opt not to renew by providing written notice to the other party at least 30 days in advance of the annual renewal date.

#### **4. Exhibits; Merger Clause; Amendments**

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All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **5. Termination**

Either party may terminate this agreement without cause by providing 30 days' advance written notice to County. The Agreement will terminate at the completion of the 30-day period. Client will be entitled to receive services through the termination of the agreement, and County shall be entitled to receive payment for services provided through the termination of the Agreement.

Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

#### **6. Relationship of Parties**

The services performed by County under this Agreement are performed as an independent contractor and not as an employee of Client. County employees are not employees of Client and do not acquire any of the rights, privileges, powers, or advantages of Client employees.

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The Parties agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its employees, officers, and officials ("Employees"), and shall not be responsible for the acts or omissions of the other party or the other party's Employees. These obligations relate to any and all claims, lawsuits, actions, or special proceedings, whether

judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees, relating to this Agreement ("Claims"). Each party agrees to defend, indemnify, and hold harmless the other parties and its Employees against any such Claim.

Employees of each party shall not be considered employees or joint employees of the other party for purposes of workers compensation, common law employment, or statutory employment obligations or benefits. Except where the allegations are of protected class harassment or discrimination, each party agrees to defend, indemnify, and hold harmless the other party and its Employees against any Claims brought by its own Employee against the other party or its Employees.

Where a party or its Employee is named as a party to a Claim the party agrees, on behalf of itself and its insurers, not to cross complain or otherwise seek indemnity or contribution against the other party or its Employees, except to the extent agreed to herein.

#### **8. Radio system features**

County does not guarantee the confidentiality or security of radio transmissions on radio systems referenced in this Agreement. Radio transmissions may be accessible by scanner, and County does not warrant security or encryption of radio transmissions. Any encryption of radio transmissions will be the responsibility of the Client equipment.

County is merely supporting the Client's use of radio equipment and systems and shall not be responsible for any Claims arising from Client's use of radio equipment and/or systems related to this Agreement. Client agrees to defend, indemnify, and hold harmless County against all such Claims.

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County may disclose confidential information to its employees and agents who have a need to know such information to perform duties under this Agreement and who have a duty to protect such information, which may arise under this Agreement or other applicable laws. County may disclose confidential information if required by law or a court order.

County will notify Client of any breach or unauthorized disclosure of confidential information as soon as possible. Upon receipt of a public records request, County will notify Client as soon as possible and will provide any response in advance of disclosure.

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## **11. Insurance**

It is agreed that Client and County shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

## **12. Compliance with Laws; Nondiscrimination**

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- The Americans with Disabilities Act of 1990, as amended
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance
- The Fair Employment and Housing Act

Further, County shall not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

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County will maintain all required records relating to services under this Agreement for three (3) years after the final payment is issued or final services are rendered, whichever occurs later.

## **14. Controlling Law; Venue**

The Parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern

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## **15. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when either:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Emailed to the email address listed below, as of the date sent, provided the sender received confirmation of transmission (i.e., read receipt or other written acknowledgement from the recipient); or
- C. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark.

In the case of County, to:

Name, Title: Placer County Radio, IT Supervisor  
Address: 11459 F Avenue, Auburn, CA 95603  
Telephone: 530-889-7735  
Email: telecom@placer.ca.gov

In the case of Client, to:

Name, Title: Ruthann Codina, Budget Manager  
Address: 600 6<sup>th</sup> Street, Lincoln, CA 95648  
Telephone: 916-434-2437  
Email: Ruthann.codina@lincolnca.gov

## **16. Conflicts of Interest**

Each party warrants it has no current business or financial relationship with any employee, officer, or independent contractor of the other party that could create a conflict with this Agreement. Each party further warrants it will not enter into any such business or financial relationships during the term of this Agreement.

Each party warrants that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement.

Each party warrants that no official or employee, nor any business entity in which an official has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, each party agrees that no such person will be employed in the performance of this Agreement without immediately notifying the other party.

## **17. Licenses, Permits**

County represents and warrants to Client that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for County and/or its employees to practice its/their profession. County represents and warrants to Client that County shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

#### **18. Non-Exclusivity**

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not prohibit Client from acquiring similar, equal, or like goods or services from other sources, nor does it prohibit County from providing similar, equal, or like services to other entities.

#### **19. Counterparts: Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**CITY OF LINCOLN ("CLIENT")\***

_____ Signature
Jennifer Hanson
_____ Print Name
City Manager
_____ Title
Date: _____

**COUNTY OF PLACER ("COUNTY")**

_____ Jarrett Thiessen, Director Department of Information Technology
Date: _____

Approved as to Form
_____ Signature
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Signature
Date: _____

**EXHIBITS:**

Exhibit A: Scope of Services

Exhibit B: Payment Terms

\*Exhibit C: City of Lincoln Resolution authorizing contract award on August 25, 2020

\*If the Agreement is not directly authorized and executed by Client's legislative body, a copy of the legislative body's action granting authority to the individual executing this agreement must be attached as Exhibit C.

**EXHIBIT A**  
**SCOPE OF WORK – RADIO USER AGREEMENT**

In accordance with the terms and conditions of this Agreement, County will provide the following services.

**1. Primary User Status**

Client will be granted Primary User Status on the Placer Interoperable Radio System (“PIRCS”) for the following radios and talkgroups.

Radio Type	Radio Quantity
APX 7000 Model I	24
APX 7000 Model III	6
APX 7500	17

**Primary User Talkgroups:**

Lincoln is authorized for up to three talkgroups on the system. These talkgroup names will be determined at a future date.

**2. Definitions**

Primary User – A Primary User is granted the ability to utilize talkgroups programmed for their exclusive use on the PIRCS, and/or be granted the ability to communicate with and request assistance from the Placer County Sheriff’s Office dispatch on common talkgroups on the PIRCS.

**3. Included Services**

On an annual basis, the County will assist Client in the modification of existing radio subscriber programming templates to include the talkgroup(s) that will be on the PIRCS, provided those templates are for Motorola XT or APX series radios.

The creation of radio templates for Client is not included under this Agreement. If both parties agree in writing, the County may charge Client its hourly service rate to create templates.

The County will provide basic diagnostic services for any radio functioning on the PIRCS. Client may call the Telecom Support Line or bring the radio to the County office (address below) during normal business hours.

Office Address: 11459 F Avenue, Auburn, CA 95603  
Telecom Support Line: 530-889-7735  
Normal business Hours: Monday through Friday, 8:00 a.m. to 4:30 p.m.

**4. Required System Upgrades**

The County maintains a long-term “System Upgrade Agreement” with Motorola Solutions, Inc. (herein, “Motorola”). Approximately every two years, the PIRCS will be upgraded to the latest hardware and software version. During this upgrade the PIRCS will be subject to short outages while the PIRCS servers are upgraded. County will coordinate with Client to determine mutually agreed upon times to perform this upgrade to minimize the impact to Client’s operations.

**5. Service Exclusions**

This Agreement does not guarantee coverage in any specific area around or in Placer County. It is the responsibility of the Client to examine and understand the coverage of the PIRCS in areas they intend to operate.

This Agreement does not include regular maintenance or repair of the radios. Customer is responsible for maintaining their own radios at their own expense.

The County will evaluate use of the system. If this analysis results in the finding or overuse of the PIRCS resources by Client, changes to the talkgroup and subscriber quantities used by the Client may be required.

**6. Client Obligations**

**a. Client Contacts and Escalation Procedure**

Client must have a representative available twenty-four (24) hours per day, seven (7) days per week for issues arising under this Agreement. Please note who to contact first, who, if anyone should be contacted in case of emergency, and any specific escalation procedure.

Name	Contact Info	Days/Times Available
Ruthann Codina	916-434-2437, <a href="mailto:Ruthann.codina@lincolnca.gov">Ruthann.codina@lincolnca.gov</a>	M-F, 8a-5p
Renee Maldonado	916-645-4057, <a href="mailto:renee.maldonado@lincolnca.gov">renee.maldonado@lincolnca.gov</a>	24/7

**b. Equipment**

Any mobile radios that are operating in and around the PIRCS sites must be set to low power output, 10 Watts or below, to prevent overloading radios sites in close proximity.

Client must promptly notify County in writing when any Equipment is lost, damaged, stolen or taken out of service. Client’s obligation to pay Service fees for this Equipment will terminate at the end of the month in which County receives the written notice.

All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement.

**EXHIBIT B  
PAYMENT TERMS – RADIO USER AGREEMENT**

**1. Fiscal Year 2020/2021 Radio User Rates**

<b>Service</b>	<b>Rate</b>	<b>Units</b>	<b>Extended Rate</b>
Primary User on PIRCS - Monthly	\$70.00	47	\$3,290.00
Secondary User on PIRCS – One-time fee	\$15.00	0	\$0

County may increase rates annually. An increase in rates will only be based upon increased County costs. County will advise Client of any rate increases in writing 30 days prior to contract renewal.

**2. Invoicing**

Client and County will mutually agree upon a cutover date for the dispatch console. Client's first payment under this agreement will be due on the first day of the month following the cutover date. The first payment will include a prorated amount based upon the period of time between the cutover date and the first day of the following month, in addition to the regular monthly rate.

Changes to payment period must be made in writing and signed by both parties.

County will invoice Client for each payment period. County shall provide an invoice to Client by email or hardcopy to:

Lisa Rader  
600 6<sup>th</sup> Street, Lincoln, CA 95648  
invoices@lincolnca.gov

Invoices will include monthly charges, in addition to any past due or one-time charges.

**3. Payment**

Payment is due on the first day of each month. Invoices not paid within 30 days of the invoice date may be subject to a 10% penalty. Failure to provide timely payment on more than one occasion is a material breach of this Agreement and ground for immediate termination by County.

Payment(s) must be made via check and mailed to:

Placer County - Radio Services Group  
2962 Richardson Drive  
Auburn, CA 95603

Please note the Contract Number on your check.

## **AGREEMENT BETWEEN THE COUNTY OF PLACER AND CITY OF LINCOLN**

CONTRACT NO: PG010008-2020\_08\_02  
DEPARTMENT: Information Technology Department  
CLIENT: City of Auburn  
DESCRIPTION: Radio Dispatch Agreement

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and City of Lincoln (hereinafter "Client", collectively "Parties").

Whereas, Placer County may contract with cities, districts, and public agencies to provide services pursuant to Sections 23008 and 51350 of the Government Code and Section 303 of the Placer County Charter; and

Whereas, the Placer County Information Technology Department operates a Motorola P25 trunked radio system and has the expertise to service, maintain, connect, integrate, and configure radio systems and radio users; and

Whereas, Client needs service, maintenance, connection, integration, and/or configuration of its radio equipment, system, and/or users; and

Whereas, by utilizing Placer County for radio services, Client can obtain necessary services at a reasonable cost; and

Whereas, Placer County has a genuine interest in efficient radio communication between public entities, and this interest is advanced by providing radio services to local public entities.

Therefore, it is agreed by the parties to this Agreement as follows:

### **1. Services**

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for Client in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

### **2. Payments**

Client's total fiscal obligation under this Agreement is not to exceed \$97,093.88.

In consideration of the services provided by County and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Client shall make payment to County based on the rates and in the manner specified in Exhibit B.

### **3. Term**

Subject to the terms and conditions herein, this Agreement shall commence as of the date of the last signature by the Parties and shall continue until August 30, 2028.

#### **4. Exhibits; Merger Clause; Amendments**

This following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Scope of Services  
Exhibit B: Payments and Rates

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **5. Termination**

Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

#### **6. Relationship of Parties**

The services performed by County under this Agreement are performed as an independent contractor and not as an employee of Client. County employees are not employees of Client and do not acquire any of the rights, privileges, powers, or advantages of Client employees.

#### **7. Mutual Hold Harmless & Indemnification**

The Parties agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its employees, officers, and officials ("Employees"), and shall not be responsible for the acts or omissions of the other party or the other party's Employees. These obligations relate to any and all claims, lawsuits, actions, or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees, relating to this Agreement ("Claims"). Each party agrees to defend, indemnify, and hold harmless the other parties and its Employees against any such Claim.

Employees of each party shall not be considered employees or joint employees of the other party for purposes of workers compensation, common law employment, or statutory employment obligations or benefits. Except where the allegations are of protected class harassment or discrimination, each party agrees to defend, indemnify, and hold harmless the other party and its Employees against any Claims brought by its own Employee against the other party or its Employees.

Where a party or its Employee is named as a party to a Claim the party agrees, on behalf of itself and its insurers, not to cross complain or otherwise seek indemnity or contribution against the other party or its Employees, except to the extent agreed to herein.

#### **8. Radio system features**

County does not guarantee the confidentiality or security of radio transmissions on radio systems referenced in this Agreement. Radio transmissions may be accessible by scanner, and County does not warrant security or encryption of radio transmissions. Any encryption of radio transmissions will be the responsibility of the Client equipment.

County is merely supporting the Client's use of radio equipment and systems and shall not be responsible for any Claims arising from Client's use of radio equipment and/or systems related to this Agreement. Client agrees to defend, indemnify, and hold harmless County against all such Claims.

#### **9. Confidentiality of Client Information**

All data or records which are provided by the Client to the County, designated confidential, and provided to carry out services under this Agreement will be protected from unauthorized use and disclosure by County. County agrees to maintain confidentiality of information as required under applicable federal, state, and local laws, regulations, and rules.

County may disclose confidential information to its employees and agents who have a need to know such information to perform duties under this Agreement and who have a duty to protect such information, which may arise under this Agreement or other applicable laws. County may disclose confidential information if required by law or a court order.

County will notify Client of any breach or unauthorized disclosure of confidential information as soon as possible. Upon receipt of a public records request, County will notify Client as soon as possible and will provide any response in advance of disclosure.

#### **10. Assignability and Subcontracting**

County will not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required under this Agreement without the prior written consent of Client.

#### **11. Insurance**

It is agreed that Client and County shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

## **12. Compliance with Laws; Nondiscrimination**

All services to be performed by County pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to:

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable)
- The Americans with Disabilities Act of 1990, as amended
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance
- The Fair Employment and Housing Act

Further, County shall not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

## **13. Contract Materials**

County agrees to make documentation, reports, data, or records prepared by County under this Agreement (collectively, "contract materials") available to Client for the purpose of determining compliance with this Agreement or other applicable legal obligations. Client will have the right to inspect or obtain copies of contract materials during usual business hours upon reasonable notice.

County will maintain all required records relating to services under this Agreement for three (3) years after the final payment is issued or final services are rendered, whichever occurs later.

## **14. Controlling Law; Venue**

The Parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court.

## **15. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when either:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Emailed to the email address listed below, as of the date sent, provided the sender received confirmation of transmission (i.e., read receipt or other written acknowledgement from the recipient); or

C. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark.

In the case of County, to:

Name, Title: Placer County Radio, IT Supervisor  
Address: 11459 F Avenue, Auburn, CA 95603  
Telephone: 530-889-7735  
Email: telecom@placer.ca.gov

In the case of Client, to:

Name, Title: Ruthann Codina, Budget Manager  
Address: 600 6<sup>th</sup> Street, Lincoln, CA 95648  
Telephone: 916-434-2437  
Email: Ruthann.codina@lincolnca.gov

### **16. Conflicts of Interest**

Each party warrants it has no current business or financial relationship with any employee, officer, or independent contractor of the other party that could create a conflict with this Agreement. Each party further warrants it will not enter into any such business or financial relationships during the term of this Agreement.

Each party warrants that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement.

Each party warrants that no official or employee, nor any business entity in which an official has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, each party agrees that no such person will be employed in the performance of this Agreement without immediately notifying the other party.

### **17. Licenses, Permits**

County represents and warrants to Client that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for County and/or its employees to practice its/their profession. County represents and warrants to Client that County shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

### **18. Non-Exclusivity**

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not prohibit Client from acquiring similar, equal, or like goods or services from other sources, nor does it prohibit County from providing similar, equal, or like services to other entities.

## **19. Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**CITY OF LINCOLN ("CLIENT")\***

_____ Signature
Jennifer Hanson
_____ Print Name
City Manager
_____ Title
Date: _____

**COUNTY OF PLACER ("COUNTY")**

_____ Jarrett Thiessen, Director Department of Information Technology
Date: _____

Approved as to Form
_____ Signature
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Signature
Date: _____

**EXHIBITS:**

Exhibit A: Scope of Services

Exhibit B: Payment Terms

\*Exhibit C: City of Lincoln Resolution authorizing contract award on August 25, 2020

\*If the Agreement is not directly authorized and executed by Client's legislative body, a copy of the legislative body's action granting authority to the individual executing this agreement must be attached as Exhibit C.

**EXHIBIT A  
SCOPE OF WORK – DISPATCH AGREEMENT**

In accordance with the terms and conditions of this Agreement, County will provide the following services.

**1. Equipment List**

Equipment Description	Equipment Location
Console (Qty. 4 - MCC 7500e dispatch positions, Qty. 2 - GGM8000 Gateways, Qty. 2 LAN Switches, Qty. 2 - CCGW, AUX I/O Server, Conventional Site controller)	770 7 <sup>th</sup> Street, Lincoln, CA 95648

Service will be provided at the location(s) specified above.

**2. Console Connection and Integration with County System**

County owns and maintains a Motorola P25 trunked radio system (herein, “System”). Client owns a Motorola MCC-series radio dispatch console (herein, “Console”). County will connect and integrate Client’s Console with the Placer County P25 system.

As an integrated part of the system, County will monitor the System for any alarms related to the console and will advise Client of the alarms that impact operation in a timely manner. County will also work to resolve the issues causing the alarm in a timely manner.

**3. Console Configuration**

The Console will be configured as follows:

- Qty. 4 – MCC 7500e dispatch positions, each with:
  - Qty. 1 - Z2 Mini Workstations
  - Qty. 1 - Audio Interface Modules (AIM)
  - Qty. 1 – Footswitch
  - Qty. 2 - Headset Jacks
  - Qty. 2 - Headsets
  - Qty. 2 - Speakers
  - Enhanced Instant Recall Recorder w/ 2 speakers
- Qty. 2 – Motorola GGM 8000 Gateways
- Qty. 2 – Ethernet LAN Switches
- Qty. 2 – GGM 8000 HD series Conventional Channel Gateways
- Qty. 1 – GCP 8000 Conventional Site Controller
- Qty. 1 – MCC 7500 AUX I/O Server

Ethernet backhaul interface to Placer County Master site.

**4. Required System Upgrades**

Because Client’s Console will be integrated with the County System, it will be included on the long-term “System Upgrade Agreement” that County maintains with Motorola Solutions, Inc. (herein, “Motorola”).

Approximately every two years, the System will be upgraded to the latest hardware and software version. Client’s Console will be upgraded with the System. County will coordinate with Client to determine mutually agreed upon times to perform this upgrade to minimize the impact to Client’s operations.

The biennial upgrade does not include modifications to the configuration of the Console, such as screen layouts, that would not normally be included in the upgrade.

**5. Service Exclusions**

Unless specifically noted in this Agreement, Client is not entitled to use of radio resources owned and maintained by County and connected to the System, and County is not entitled to use of radio resources owned by Client and connected to the Console.

This Agreement does not provide maintenance services for the Console. Any maintenance services will be covered under a separate Services Agreement.

**6. Client Obligations**

**a. Safe Working Environment**

Client will use reasonable care in providing safe access to its equipment and facilities and a safe working environment during the County’s provision of services under this Agreement.

**b. Client Contacts and Escalation Procedure**

Client must have a representative available twenty-four (24) hours per day, seven (7) days per week for issues arising under this Agreement. Please note who to contact first, who, if anyone should be contacted in case of emergency, and any specific escalation procedure.

Name	Contact Info	Days/Times Available
Ruthann Codina	916-434-2437, <a href="mailto:Ruthann.codina@lincolnca.gov">Ruthann.codina@lincolnca.gov</a>	M-F, 8a-5p
Renee Maldonado	916-645-4057, <a href="mailto:renee.maldonado@lincolnca.gov">renee.maldonado@lincolnca.gov</a>	24/7

**c. Equipment**

Client warrants and guarantees that it owns all equipment. Upon request by County, Client will provide a complete serial and model number list of the Equipment.

Client must provide all information pertaining to the hardware and software elements of systems and equipment covered by this Agreement.

Client must promptly notify County of any Equipment failure. For dispatch agreements, Client must provide prior notification to County of any planned maintenance or outages of the Console.

Client must promptly notify County in writing when any Equipment is lost, damaged, stolen or taken out of service. For service agreements, Client's obligation to pay Service fees for this Equipment will terminate at the end of the month in which County receives the written notice. For dispatch agreements, Client's obligation to pay for fees related to equipment taken out of service will terminate at the end of the year in which County receives the written notice.

All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Client must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

Any service that will interrupt communications and operation of Client's equipment will be mutually agreed upon between Client and County.

**d. Provide Ethernet Site Link**

Client will be required to provide and pay for the Ethernet site link(s) that connect the Console to the System. The contract for the link(s) will be between Client and the link provider. The links must meet the performance specifications required by the System to provide operation and minimize alarms on the System.

County will verify that the link(s) meet the performance specifications and will notify Client of these failures. Client will be required to work directly with the link provider(s) to bring the links up to the required specifications.

Client may contract with County to interface with the link provider(s) to correct the failure, unless otherwise specified in a Service Agreement.

Links that fail to meet specifications and result in System alarms that last more than 30 days will result in the offending links being disconnected from the System until they are corrected.

**EXHIBIT B  
PAYMENT TERMS – DISPATCH AGREEMENT**

**1. Annual Rate & Invoicing**

Payment of each annual payment according to the following schedule is due to County on September 1 of each year, with the first payment of \$12,416.12 due on September 1, 2021 and the final payment due on September 1, 2027.

<b>Year</b>	<b>Payment</b>
<b>2021</b>	<b>\$12,416.12</b>
<b>2022</b>	<b>\$12,884.98</b>
<b>2023</b>	<b>\$13,363.23</b>
<b>2024</b>	<b>\$13,851.04</b>
<b>2025</b>	<b>\$14,348.60</b>
<b>2026</b>	<b>\$14,856.12</b>
<b>2027</b>	<b>\$15,373.79</b>

Client is not entitled to a refund of annual dispatch payments under any condition, including termination.

County shall provide an invoice to Client at least 30 days before payment is due by email or hardcopy to:

Lisa Rader  
600 6<sup>th</sup> Street, Lincoln, CA 95648  
invoices@lincolnca.gov

**2. Payment**

Invoices not paid within 30 days of due date may be subject to a 10% penalty. Failure to provide timely payment on more than one occasion is a material breach of this Agreement and ground for immediate termination by County.

Payment(s) must be made via check and mailed to:

Placer County - Radio Services Group  
2962 Richardson Drive  
Auburn, CA 95603

Please note the Contract Number on your check.

