

**PLACER COUNTY  
OFFICE OF EMERGENCY SERVICES**

**MEMORANDUM**

**To:** Honorable Board of Supervisors

**From:** Thomas Miller, County Executive Officer  
Rui Cunha, Emergency Services Program Manager

**Date:** October 2, 2007

**Subject:** Request the Board of Supervisors Authorize the County Executive Officer (CEO) to Sign a Cooperative Agreement between Placer County and Eleven Fire Entities for Funding and Maintaining the Countywide Interoperable Communications System (CICS).

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**ACTION REQUESTED**

Request Your Board Authorize the County Executive Officer (CEO) to Sign a Cooperative Agreement between Placer County and Eleven Fire Entities for Funding and Maintaining the Countywide Interoperable Communications System (CICS).

**BACKGROUND**

On February 4, 2003, your Board approved the Countywide Radio Network Strategic Plan, which includes a phased implementation of the new Countywide Interoperable Radio Network.

Phase 1 consists of developing and adopting the strategy, acquiring the necessary frequencies, conducting the detailed engineering study and upgrading key tower sites. Phase II consists of identifying and pursuing State and Federal funding support, obtaining agreement on the agency cost sharing and charge back methodology, upgrading the Sheriff's Auburn and Tahoe Dispatch centers, and expanding the Dewitt Communications/Information Technology facility to accommodate relocation of the Dewitt Radio infrastructure and tower. Phase III consists of constructing and testing the digital radio network, implementing the new technology at the local agency level, and managing and maintaining the new network.

In order to fully implement Phase II, your Board's approval is required to authorize the CEO to sign a Cooperative Agreement between the County and eleven fire entities for funding and maintaining CICS.

**Cooperative Agreement (Agreement):** The Agreement serves as an umbrella for fire protection district (District) participation with Placer County in build-out and maintenance of the CICS. It establishes negotiating terms, a Design Committee and a Users Group to optimize its performance once established. In addition, it commits the County and individual Districts to negotiating separately for infrastructure funding and maintenance costs. The subject of lengthy negotiations, the agreement has been signed by five fire chiefs and three District Board presidents representing eleven total fire entities.

**FISCAL IMPACT**

This action has no impact on the General Fund.

**Attachment:**

- County Interoperable Communications System Agreement

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**COUNTY INTEROPERABLE COMMUNICATIONS SYSTEM COOPERATIVE AGREEMENT  
BY AND BETWEEN  
PLACER COUNTY UNINCORPORATED FIRE PROTECTION DISTRICTS/DEPARTMENTS  
AND PLACER COUNTY**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between PLACER COUNTY UNINCORPORATED FIRE PROTECTION DISTRICTS/DEPARTMENTS, herein after referred to as "DISTRICTS", and PLACER COUNTY, hereinafter referred to as "COUNTY".

**WHEREAS**, COUNTY and DISTRICTS are desirous of cooperating in the funding of a countywide interoperable communications system;

**WHEREAS**, COUNTY and DISTRICTS recognize the short-term advantages of entering into a cooperative agreement to seek grant funding for infrastructure costs associated with the countywide interoperable communications system;

**WHEREAS**, COUNTY and DISTRICTS recognize the significant long-term benefits of continuing to cooperate on communications matters related to fire service delivery in the Placer County unincorporated area;

**NOW, THEREFORE**, and in consideration of the mutual promises and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

1.0 **SCOPE:**

COUNTY agrees to the following:

- a) To negotiate in good faith individual agency agreements to fund infrastructure and maintenance costs associated with the CICS, at a level not to exceed the level indicated in Attachment A and pursuant to meeting fire service operational requirements as determined by the Detailed Design Committee discussed below. Provided, however, that this agreement to negotiate in good faith does not mean that COUNTY is bound to enter into an agreement if it determines that it is in the best interest of the COUNTY not to do so.
- b) To establish a CICS Detailed Design Committee to establish policies and procedures, design talk groups, design tactical groups, validate and verify operational requirements in advance of full system implementation.
- c) To establish a CICS Users Group following full system implementation to provide feedback on system performance, recommend system enhancements, monitor system expansion as new users are added and monitor system funding.
- d) To manage infrastructure and maintenance funding by keeping separate funding categories and providing details at user's request.

DISTRICTS agree to the following:

- a) To negotiate individual agency agreements to fund infrastructure and maintenance costs associated with the CICS, at the level indicated in Attachment A and pursuant to meeting fire service operational requirements as determined by the Detailed Design Committee discussed below. Provided, however, that this agreement to negotiate in good faith does not mean that any individual agency is bound to enter into an agreement if it determines that it is in the best interest of that agency not to do so
- b) To designate a representative(s) to the CICS Detailed Design Committee to establish policies and procedures, design talk groups, design tactical groups, validate and verify operational requirements in advance of full system implementation.
- c) To designate a representative(s) to the CICS Users Group following full system implementation to provide feedback on system performance, recommend system

**2.0 AMENDMENT OF SCOPE**

Said scope may be amended only upon receipt of written concurrence by both COUNTY and DISTRICTS.

**3.0 DATE OF COMPLETION**

This agreement shall remain in effect until cancelled by either party.

**4.0 NON-ASSIGNABILITY**

This Agreement and the rights and duties herein shall not be assigned in whole or in part without the express written consent of COUNTY.

**5.0 CANCELLATION**

This Agreement may be canceled by COUNTY or DISTRICTS upon the giving of sixty (60) days advance written notice. Such notice shall be personally served or given by United States Mail.

**6.0 INSURANCE**

The DISTRICTS and COUNTY shall each carry insurance coverage as appropriate.

**7.0 INDEMNITY**

COUNTY shall indemnify and hold DISTRICTS harmless from and defend DISTRICTS against any and all claims of liability for any injury, death, or damage when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission by COUNTY, its agents, contractors, employees or invitees including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

DISTRICTS shall indemnify and hold COUNTY harmless from and defend County against any and all claims of liability for any injury, death, or damage when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission by DISTRICTS, its agents, contractors, employees or invitees including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

**8.0 CONTRACTOR NOT AGENT**

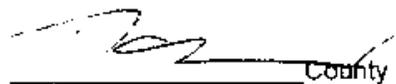
Except as County may specify in writing, DISTRICTS shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. DISTRICTS shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day, month and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Thomas M. Miller, County Executive Officer

Approved as to form:

  
\_\_\_\_\_  
County Counsel

*BdH5*

Signature

*R. L. L.*

Signature

Dry Creek Fire

*[Signature]* 7-6-07

Signature

Dutch Flat Fire

*[Signature]* 7/8/07

Signature

Foresthill Fire Protection District

*[Signature]* 7/10/07

Signature

Loomis Fire Protection District

*[Signature]*

Signature

Newcastle Fire Protection District

*BdH5*

Signature

North Tahoe Fire Protection District

*[Signature]* 7/10/07

Signature

Placer County Fire

*[Signature]*

Signature

Penryn Fire Protection District

Placer Hills Fire Protection District

*[Signature]*

Signature

*[Signature]*

Signature

Squaw Valley Public Services District

South Placer Fire Protection District

**ATTACHMENT A**

**COUNTY INTEROPERABLE COMMUNICATIONS SYSTEM COOPERATIVE AGREEMENT BY AND BETWEEN PLACER COUNTY UNINCORPORATED FIRE PROTECTION DISTRICTS/DEPARTMENTS AND PLACER COUNTY**

Department/Agency	Zone	Agency's Share of Implementation Costs Per Zone	Agency's Share of Maintenance Costs Per Zone
Dry Creek	West Basin	\$171,971	\$13,930
Dutch Flat	I-80 Corridor	\$154,333	\$16,100
Placer County	West Basin	\$2,159,573	\$174,930
<b>TOTAL - County/CSA Fire Districts</b>		<b>\$2,485,877</b>	<b>\$204,960</b>
Foresthill	I-80 Corridor	\$154,333	\$16,100
Loomis	West Basin	\$171,971	\$13,930
Newcastle	West Basin	\$171,971	\$13,930
North Tahoe	Tahoe Basin	\$194,647	\$18,200
Penryn	West Basin	\$171,971	\$13,930
Placer Hills	I-80 Corridor	\$154,333	\$16,100
South Placer	West Basin	\$171,971	\$13,930
Squaw Valley	Tahoe Basin	\$194,647	\$18,200
<b>TOTAL - Independent Fire Departments/Fire Protection Districts</b>		<b>\$1,385,843</b>	<b>\$124,320</b>

**Signatories:**

For Dry Creek Fire, Dutch Flat Fire and Placer County Fire: **NYP Chief Brad Harris, CALFIRE**

For Foresthill Fire Protection District: **Fire Chief Kurt Snyder**

For Loomis Fire Protection District: **District Board President Greg Fellers**

For Newcastle and Penryn Fire Protection Districts: **Fire Chief Dave Ebert**

For North Tahoe Fire Protection District: **Fire Chief Duane Whitelaw**

For Placer Hills Fire Protection District: **District Board President Anthony Wright**

For South Placer Fire Protection District: **Fire Chief Tony Corado**

For Squaw Valley Public Services District: **District Board President Dale Cox**