

AGREEMENT FOR TELECOMMUNICATION MAINTENANCE AND REPAIR SERVICES

This Agreement ("Agreement"), is by and between Redwood Empire Dispatch Communications Authority (hereinafter "REDCOM"), a Joint Powers Authority within the State of California, and the County of Sonoma, a political subdivision of the State of California, for telecommunication services to be provided by the Sonoma County Sheriff's Office ("SCSO") (hereinafter "County").

RECITALS

WHEREAS, REDCOM, entered into a Joint Powers Authority (JPA) in 2002, to provide centralized emergency Fire and EMS dispatching to emergency response agencies within Sonoma County.

WHEREAS, the REDCOM Board of Directors directs the REDCOM JPA to contract with public or private entities to provide telecommunication functionalities; and

WHEREAS, REDCOM utilizes Dedicated Radio Dispatch System, multiple radio channels located at various County-maintained mountaintop sites, and related equipment (herein after "REDCOM Radio Communications Network") that provides radio dispatch communication capabilities to REDCOM dispatch; and

WHEREAS REDCOM Radio Communications Network is managed by the SCSO and requires ongoing maintenance and support services; and

WHEREAS, the County through the SCSO represents that it is duly qualified and experienced in the provision of telecommunication technology services and support; and

WHEREAS, in the judgment of REDCOM Board of Directors, it is necessary and desirable to engage the services of County through the SCSO to provide these functions.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Introduction

1.1. Purpose and Objectives

This Agreement defines the terms and conditions under which the County through REDCOM will provide services necessary to support, operate, maintain and enhance the REDCOM Radio Communications Network utilized by REDCOM.

This Agreement is designed to provide a basis and framework for the delivery of high quality services that provide REDCOM radio dispatch communication capabilities. This Agreement depends on active participation and effective communication between County through SCSO and REDCOM.

1.2. Cooperation

Both entities shall cooperate in good faith and communicate with each other in the performance of all work hereunder.

1.3. Term

This Agreement shall commence retroactively on July 1, 2020, and shall be in effect for an initial five year period, after which time it shall automatically renew on July 1st of each year for a further twelve month period, until either party issues a request to terminate the Agreement or the Agreement is otherwise terminated pursuant to Section 11. Any request to terminate shall be provided in writing to the other party, no less than six (6) months in advance of the requested termination date.

1.4. Definitions

“Fiscal Year” means the budgetary year that begins on July 1 and ends the following June 30.

“T-Comm” means Sheriff Office Telecommunications Bureau, whose authorized staff delivers the services on behalf of County.

“Joint Powers Authority” refers to the agreement establishing the REDCOM as a separate public entity.

“Key personnel” means those persons employed by the County who have an essential or otherwise indispensable role in the delivery of the services to REDCOM.

“Member” means an agency that officially joined REDCOM a joint powers authority.

“Service Plan” means the compilation of the all Services to be delivered as defined in the attached schedules.

“Telecommunications Infrastructure” means the network (or collection) of radio towers, their related hardware, software, and the microwave system and any other equipment that are required to provide radio dispatch capabilities to the REDCOM.

1.5. Schedules

The Schedules referred to in, and attached to, this document are considered an integral part of this Agreement and are incorporated as though fully set forth herein by this reference. In the event of a conflict between the body of this Agreement and the Schedules hereto, the provisions in the body of this Agreement shall prevail. The following schedules shall be attached to this Agreement and incorporated herein by this reference:

- Schedule A – Scope of Services
- Schedule B – Service Availability
- Schedule C – Contacts
- Schedule D - Annual Budget
- Schedule E – REDCOM Assets
- Schedule F – Recommended Replacement Schedule
- Schedule G - Insurance

2. SCOPE OF WORK

2.1. Scope of Services

County shall perform the services described in Schedule A.

2.2. Service Availability

The availability of the Services to be delivered under this Agreement is as specified in Schedule B.

2.3. Changes to Scope of Work or Schedule

Either party may propose changes to the scope, nature or time schedule of the Services being performed under this Agreement. The parties must mutually agree, in writing, to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services. Such modifications are subject to proper authorization, as identified in Section 2.4 herein.

2.4. Annual Review and Schedule Updates

Notwithstanding the forgoing, the schedules, attached hereto, shall be reviewed each year and updated as necessary. Such annual schedule updates shall be memorialized in writing and signed by the Chair of REDCOM, as authorized by the REDCOM Board of Directors, and the Sheriff-Coroner on behalf of the County. The annual updates shall not require an amendment.

2.4.1. Mid-Year Changes Requiring Increases in the Annual Budget

Mid-year changes to this Agreement that entail corresponding increases in the costs of this Agreement shall be made by amendment to this Agreement, which amendment shall be executed by the Chair of REDCOM or the REDCOM Executive Director, or their designees, as authorized by the REDCOM Board of Directors, and the Sheriff-Coroner on behalf of the County.

2.4.2. Mid-Year Changes Requiring No Increase in the Annual Budget

Modifications that can be accomplished within the approved budget, but which substantially alter the scope of work to be done, must be memorialized in writing, and shall be executed by the Chair of REDCOM or the REDCOM Executive

Director, or their designees, as authorized by the REDCOM Board of Directors, and the Sheriff-Coroner on behalf of the County.

2.4.3. Changes to the Body of this Agreement

With the exception of emergency situations where the REDCOM Executive Director deems it necessary and prudent to purchase essential equipment, all changes to the body of this Agreement shall be made by amendment to this Agreement, which amendment shall be executed by the Chair of REDCOM, as authorized by the REDCOM Board of Directors, and the Sheriff-Coroner on behalf of the County, with County Counsel approval as to form.

2.5. Authority to Act Under This Agreement

All changes to this Agreement requiring approval of or agreement by "REDCOM" may be authorized by the Chair of REDCOM Board, or a duly authorized delegate, except as any action is described herein as requiring approval by the "REDCOM Board of Directors," in which case only the REDCOM Board of Directors, or its duly authorized delegate, may approve such changes. All changes to this Agreement requiring approval of or agreement by County may be authorized by the Sheriff-Coroner, or duly authorized delegate, as long as such changes are within the authority delegated to the Director by the Sonoma County Board of Supervisors. All other actions requiring County approval shall be authorized by the Sonoma County Board of Supervisors.

3. PERFORMANCE AND REPORTING

3.1. Assigned Personnel

County shall assign qualified, competent personnel to perform work hereunder and ensure that adequate staffing is available to provide services identified in this Agreement. Key personnel are not required to be specifically named within this Agreement but County will notify REDCOM of changes to personnel that could affect the delivery of the Standard Services to REDCOM. Notwithstanding any other provision of this Agreement, County shall have the sole discretion to supervise and assign staff as necessary to accomplish the services specified herein as long as such assignments do not result in unnecessary cost increases to REDCOM.

3.2. Service Review Meetings

Service review meetings will be held as requested by either party at a mutually agreeable location. REDCOM agrees to raise all issues and concerns which may affect the continued vitality of this Agreement. REDCOM hereby agrees to document the existence or lack thereof of any and all outstanding service concerns. Such documentation shall be provided to the SCSO no less than on a quarterly basis. Service review meetings shall also include the review of all Schedules for preparation of the Service Plan and budget for the following fiscal year. Proposed equipment replacement planning for the following fiscal year shall also be reviewed, per Schedule F.

4. PROBLEM MANAGEMENT

4.1. Problem Priorities

Standard problem definitions and priorities that apply to the services provided under the terms of this Agreement are identified in Schedule B. County agrees to honor the priorities established and agreed upon in Schedule B. However, the parties acknowledge that problem resolution requiring the involvement of third-party software and hardware service providers will be subject to the systems and procedures of these entities, which systems and procedures County does not control. Notwithstanding these limitations, County agrees to communicate and pursue established trouble-shooting priorities with such vendors and will update REDCOM as to projected timelines. Priorities may be modified on a case-by-case basis to meet the operational needs of County and/or REDCOM.

4.2. Escalation

To ensure that the REDCOM receives senior management attention on concerns, unresolved issues, or new requests, both parties agree to utilize and participate in the following escalation process. Should REDCOM have an issue with service, response exceeding the target timeframes, or a management question, REDCOM agrees to initiate the following protocol:

- a. REDCOM reports problem or issue to the T-Comm Manager by phone call or email.
- b. If REDCOM is unsatisfied with the resolution, or there is an unacceptable delay, or an unresolved question for management, REDCOM will contact the Chef of Financial and Administrative Services.
- c. If there is no reasonably acceptable resolution at the previous level within timeframe(s) provided by the Chef of Financial and Administrative Services, REDCOM will contact the Assistant Sheriff.
- d. If there is no reasonably acceptable resolution at the previous level within timeframe(s) provided by the Assistant Sheriff, REDCOM will contact the Sheriff-Coroner.

5. PAYMENT

5.1. Annual Fees

REDCOM agrees to pay County fees as described herein. County shall have no obligation to provide services if, without a bona fide excuse contemplated by the terms of this Agreement, REDCOM fails to comply with this Section 5.

The Annual Budget for services provided under this Agreement, identified in Schedule D, is based on the estimated costs associated with performing the Scope of Services as provided in Schedule A, including planned projects and third-party agreements. The Scope of Services and corresponding budget will be reviewed and modified annually.

5.2. Invoices

County will submit invoices to REDCOM for services and costs incurred under this Agreement as described in Schedule D. Each invoice will clearly identify the costs associated with services and projects. The detail substantiating all charges will be available to REDCOM member agencies upon request. Invoices will reflect actual costs of providing the services. Actual costs for personnel will be based on the actual time personnel worked on REDCOM business and the T-Comm rates approved by the Board of Supervisors. The T-Comm rates paid by REDCOM are based on the current year's County Fee Ordinance, which is adopted on an annual basis by the Board of Supervisors

5.3. Payment terms

REDCOM shall pay fees and expenses due under this Agreement to County, by transfer of funds to the account designated by County. All invoices are payable within thirty (30) days from the date of the invoice. Any amounts disputed in good faith may be deducted from the invoice and the remainder must be paid by the due date. Notice giving the reasons for withholding payment shall be supplied in writing to County within fifteen (15) days of receipt of the subject invoice. Upon receipt of REDCOM's dispute notice, County and REDCOM will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. REDCOM agrees to settle in full all disputed amounts within five (5) days of resolution.

6. WARRANTIES, INDEMNITY, AND INSURANCE

6.1. Standard of Care

REDCOM has relied upon the professional ability and training of County as a material inducement to enter into this Agreement. County hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws.

6.2. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.3. Force Majeure

Excepting the provisions of Section 5 of this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its

reasonable control, including, without limitation, acts or omissions of third parties, acts of war, acts of God, earthquake, fire, flood, riot, embargo, sabotage, interruption or failure of electricity or telephone service, governmental act, or labor dispute, provided the delayed party gives the other party prompt notice of such conditions.

6.4. Insurance

Parties shall comply with the insurance requirements outlined in Schedule G.

7. REPRESENTATION OF REDCOM

8.1 Statutory Compliance/Living Wage Ordinance

Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

8.2 Nondiscrimination

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.3 AIDS-Discrimination

Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

8. SECURITY

8.1. Physical Access

REDCOM will provide authorized County employees and sub-contractors reasonable authorized access to premises and equipment so that services may be delivered and maintained in accordance with the terms of this Agreement. REDCOM agrees to comply with County access regulations and security policies when entering and using County facilities.

8.2. Compliance with REDCOM Security Policies

In the event that REDCOM or County operates formal security policies, the County and REDCOM will ensure that its employees are made aware of such policies and will also ensure ongoing compliance with these policy statements. The County and REDCOM will provide each other with up to date information on its security policies and will keep each other informed about any changes to these policies.

Should REDCOM staff require unescorted, physical access to equipment located at County facilities, all personnel requiring access shall be cleared via a background investigation to be conducted by the Sonoma County Sheriff's Office. This background, at minimum, shall meet background and fingerprint requirements specified in the CLETS Policies, Practices, and Procedures. The Sonoma County Sheriff's Office retains the right to conduct more detailed backgrounds which meet internal Sonoma County Sheriff's Office policies and procedures. County personnel shall not receive access to the REDCOM systems until this background process is complete. If an individual does not pass the background, then that person will not be able to access REDCOM systems located on County facilities and instead, shall be escorted into County facilities by T-Comm staff, which can be subject to labor fees as stated in Schedule E.

8.3. Information and data security measures

County will employ reasonable efforts to provide a secure telecommunications system that restricts unauthorized access. The County will make best efforts to ensure that its employees and representatives are fully aware of the risks and issues associated with information and data security.

9. CONFIDENTIAL INFORMATION AND RETENTION

9.1. Confidential Data

In general, information within REDCOM databases should be considered confidential. As such, any REDCOM data viewed by County personnel performing services under this agreement will be kept confidential. REDCOM and County will ensure staff members comply with this standard.

9.2. Requests for Information

9.2.1. Regarding or relating to the databases

County hereby designates REDCOM as custodian of its Radio Communications Network. If the County receives a request for information regarding or relating to the Radio Communications Network, REDCOM or the individual agencies, the County agrees that it will not produce any such information. Instead, the request will be referred to the REDCOM Executive Director and the primary agency whose records are being requested within two (2) business days of receipt. REDCOM agrees to provide County with confirmation of its response to the request within ten (10) days of the date of the PRA request, or as otherwise consistent with the California Public Records Act. REDCOM further agrees to release County from and against any actions, proceedings, or costs incurred arising out of or in relation to County's compliance with this Section 9.2.1.

9.2.2. Regarding or relating to this Agreement

Except as provided in Section 9.2.1, if the County receives a request for information regarding or relating to this Agreement, the County will forward that request to the REDCOM Executive Director and the primary agency whose records are being requested within two (2) business days. The County further agrees not to produce any such information for four (4) business days following REDCOM's receipt of the request so that REDCOM has an opportunity to review the request and to take any actions that it deems appropriate to oppose the request with respect to any information or data that is owned by REDCOM or its member agencies. REDCOM shall respond to County within four (4) business days following its receipt of the request. Failure to submit a response shall be deemed permission from REDCOM to disclose the requested information as required by and consistent with applicable laws, such as the California Public Records Act. A response from REDCOM that opposes disclosure will be construed to prevent disclosure of information which is owned by REDCOM or its member agencies. Nothing in this paragraph shall prevent County from complying with laws such as the California Public Records Act with respect to information which is owned by County. To the extent that a dispute arises as to who owns information subject to a request, County shall permit REDCOM to assert ownership over said information, in which event REDCOM agrees to release County from and against any actions, proceedings, or costs incurred arising out of or in relation to County's compliance with this Section 9.2.2.

9.3. Court orders

Nothing in Section 9 shall be construed to prevent County from complying with a court order.

10. RESOLUTION OF DISPUTES

10.1. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action

to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

10.2. Informal Resolution

10.2.1. General

In the event of dispute, the parties will attempt to resolve any such dispute through informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions are concluded without resolution.

10.2.2. Mediation of Disputes

If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to arbitration or litigation, the County and REDCOM agree first to try in good faith to settle the dispute by mediation.

10.3. Limitation of Action

Except for proceedings for non-payment, neither party may initiate legal action more than eighteen (18) months after the event giving rise to the claim occurred.

11. TERMINATION

11.1. Authority to Terminate

The Board of Directors of REDCOM has the authority to terminate this Agreement on behalf of REDCOM. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

11.2. Early Termination for Convenience

Notwithstanding any other provision of this Agreement, at any time and without cause, REDCOM shall have the right, in its sole discretion, to terminate this Agreement by giving written notice of not less than six (6) months to County. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving written notice of not less than six (6) months to REDCOM.

11.3. Early Termination for Cause; Opportunity to Cure

Subject to the provisions of Section 4 on the occurrence of a breach by the other party, the injured party shall have the right to issue a Termination Notice, which notice must (a) identify each of the provisions of this Agreement the other party has failed to perform and identify, for each of the specified provisions that the injured party claims the other party has failed to perform, the specific breach and expected cure and (b) identify the termination date of the Agreement which must be no less than sixty (60) days after service of the

Termination Notice. If good cause for terminating this Agreement exists when the injured party serves the other party with the Termination Notice, and the same good cause still exists sixty (60) days after service, this Agreement shall terminate on the termination date set forth in the Termination Notice. Upon any termination of this Agreement or expiration of the Term, all rights and obligations of the Parties under this Agreement shall be extinguished, except that the rights and obligations of the Parties under Sections 7.2, 7.4, 7.5, 10, 11, 12.1, 12.4, 12.5 and 12.6 shall survive such termination or expiration with respect to pre-termination acts.

11.4. Delivery of Assets Upon Termination

In the event of termination, all REDCOM assets that are owned by the County will be transferred to County before the contract termination date. REDCOM assets that are owned by the County are listed in Schedule E. REDCOM hereby agrees it has no right, and agrees not to use, County-owned assets, services or contracts upon termination of this Agreement.

11.5. Payment upon termination

Upon termination of this Agreement by either party, County shall be entitled to receive full payment for all services rendered and expenses incurred hereunder to such termination date. REDCOM shall provide such full payment within thirty (30) days after County provides a final invoice to REDCOM.

11.6. Conversion

If, after notice of termination of this Agreement pursuant to Section 11.3, it is determined for any reason that the non-terminating party was not in default under the provisions of this Agreement, or that the default was excusable under the provisions of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.2 herein.

12. GENERAL

12.1. Method and Place of Giving Notice, Submitting Bills and Making Payments

Notices required under this Agreement are to be sent in writing to the contacts listed in Schedule C. When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made to the names and addresses specified in Schedule C by giving written notice pursuant to this paragraph.

12.2. Cooperation by Parties; Performance Standard

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party to act under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

12.3. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12.4. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. REDCOM and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.5. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.6. No Waiver of Breach.

The waiver by either party of the other party of any breach of any term or promise contained in this Agreement shall be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.7. Severability

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.

12.8. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

REDCOM

COUNTY OF SONOMA

By: 
Chair

By: _____
Chair Board of Supervisors

Date: 1/22/2021

Date: _____

APPROVED AS TO FORM FOR
REDCOM

ATTEST:

By: _____
Counsel

Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY:

By: 
Sheriff-Coroner

Date: 2/2/21

APPROVED AS TO FORM:

By: Tambra Curtis
Deputy County Counsel

Date: January 26, 2021

INSURANCE CERTIFICATES ON FILE WITH
DEPARTMENT:

By: _____

SCHEDULE A - SCOPE OF WORK

The County through T-Comm shall perform the services of preventative maintenance and repair of the existing REDCOM Radio-Communication System, as described below.

The scope of work for this agreement covers the radio dispatch system located at the REDCOM main-dispatch facility in the Sheriff's Main Office Building as well as radio and support equipment located at various County-maintained mountaintop sites. Non-billable repairs shall be covered by the subscription fee. In addition, this agreement shall also include all Federal Communication Commission (FCC) licensing and management for frequencies operated in support of the REDCOM Radio Communications Network.

This agreement does not cover mobile/portable radio support or repairs.

Definitions:

I. Preventative Maintenance

Preventative maintenance (PM) fees are associated with services for daily monitoring to ensure equipment is functioning properly. This monitoring is performed remotely and also requires quarterly on-site inspections to perform routine maintenance and minor repairs. These fees shall be covered by the monthly subscription cost and shall not be invoiced separately.

The County, through T-Comm will maintain on-going communication with REDCOM staff regarding any repair requirements and obtain authorization from REDCOM staff prior to completing any major repair or project. REDCOM is responsible for the payment or reimbursement of such parts, equipment, and labor. Parts may be delivered to T-Comm location.

T-Comm shall maintain a record of all PMs performed and shall make those work orders available upon request.

II. Repairs

Repairs are defined as those which require the purchase of parts, equipment, and labor. REDCOM is responsible for the payment or reimbursement of such parts, equipment, and labor.

The County, through T-Comm may interface with hardware providers to ensure timely fixes or replacements of failed equipment if necessary

The County, through T-Comm will maintain on-going communication with REDCOM staff regarding any major repair requirements and obtain authorization from REDCOM staff prior to completing any major repair.

Any repair expected to exceed \$2,000 shall be approved in writing, by REDCOM, before any work is performed

T-Comm shall maintain a records of all repairs performed and shall make those work orders available upon request.

NOTE: County will not be responsible in the event of equipment failure, to the extent caused by REDCOM.

III. Projects

Projects are defined as those which enhance the functioning, or expand the capabilities, of the existing radio communication system. This may require the purchase of parts, equipment, and labor. REDCOM shall be responsible for the payment or reimbursement of such parts, equipment, and labor to the extent such project is commissioned by REDCOM

T-Comm will maintain on-going communication with REDCOM staff regarding any major requirements and obtain authorization from REDCOM staff prior to beginning any major project in excess of \$5,000.

Any Project whose estimated cost is expected to exceed \$20,000 shall be handled under a separate Memorandum of Agreement.

IV. Radio-Dispatch Equipment

Radio Dispatch equipment includes, but is not limited to, the following:

Computers and Peripherals
Encoders/Decoders

Local Control Stations
Software Programming

V. Radio and Support Equipment

Radio and support equipment includes, but is not limited to, the following

Base Stations and Repeaters
Tower Mounted Equipment
(e.g. Antennas)

Combining Equipment
Additional support equipment
(e.g. Power Amplifiers)

T-Comm shall maintain an inventory of all REDCOM equipment and shall make this list available upon request.

VI. Non-Billable Repairs

Examples of non-billable repairs include, but are not limited to, the following.

Backhaul Systems
(e.g. Microwave Systems)

Power Systems
(to include backup generators)

Computer Network Infrastructure and
Network Management Systems

Minor repairs resulting from issues
identified during Preventative
Maintenance

Servicing of non-billable systems shall be covered by the subscription fee.

VII. FCC Licensing and Management

T-Comm shall be responsible for the application, maintenance, renewal, and termination of all FCC issued licenses for radio channels operated in support of the REDCOM Radio Communications Network.

SCHEDULE B – SERVICE AVAILABILITY

I. T-COMM HOURS OF OPERATION

T-Comm regular hours of operations are 7:30a.m. To 4:30p.m. Monday through Friday. After regular business hours, T-Comm technicians are on standby to address critical issues. Critical issues are defined as problems that require immediate attention, such as a communications failure, which cannot wait until regular business hours to be addressed.

II. REPORTING PROBLEMS

To ensure the most efficient delivery services, report all telecommunication issues to T-Comm at:

During Regular Hours:	707 565-1984
After Hours	707 565-2213

III. REQUESTING REPAIRS TO EQUIPMENT

For a non-emergency equipment service which resides at a REDCOM location, please contact T-Comm at the contact phone above to schedule a repair or service visit during regular hours.

If the service required is critical, please contact the after-hours contact number and a T-Comm technician will be dispatched

NOTE: After-hours issues, which can be resolved remotely, shall be billed a minimum of one-hour. After-hours issues, which require the on-call technician to be physically dispatched, shall be billed a minimum of three-hours.

SCHEDULE C – CONTACTS

REDCOM

Notices to:

K. T. McNulty, Executive Director
2796 Ventura Ave
San Rosa, Ca 95403
(707) 568-5992

Invoices to:

REDCOM
2796 Ventura Ave
San Rosa, Ca 95403
Attention: Executive Director, REDCOM

COUNTY

Notices to:

Russel Holmes, Telecommunications Bureau Manager, Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Russel.Holmes@sonoma-county.org
707 565-6727

Heidi Keith, Chief of Financial & Administration, Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Heidi.Keith@sonoma-county.org
707 565-2812

Administrative Contact:

Christine DeMiguel, Department Analyst
2796 Ventura Ave., Santa Rosa, CA 95403
Christine.DeMiguel@sonoma-county.org
707 565-2881

Remit Payments to:

County of Sonoma Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Attn: Sheriff's Office Accounting

SCHEDULE D – ANNUAL BUDGET

Hourly Labor Rate (established by the Sheriff's Office and adopted by the Board of Supervisors – Ordinance No. 6303)

Fiscal Year 20-21	Communications Technician	\$79.66
	Communications Manager	\$126.03

Repair and maintenance will be invoiced at the Communications Technician Rate.
Consultation will be invoiced at the Communications Manager's Rate.

All Materials will be charged at actual cost and are subject to change.
Labor fees will change each fiscal year as adopted by the Board of Supervisors (refer to Section 5.2 of the Agreement).

REDCOM ESTIMATED SERVICES COST

ANNUAL PREVENTIVE MAINTENANCE FEES			
Preventive Maintenance	Unit Price	Qty/Hours (Annual)	Annual Total
Per Radio			
1 site visit per year	\$79.66	2	\$159.32

Supported Channels		
Radio Channel Name	# of sites	Annual Total
REDCOM	17	\$2,708.44
Control 2	17	\$2,708.44
Control 4	17	\$2,708.44
Medcom	7	\$1,115.24
Total for All Channels		\$9,240.56

Network Fees			
Service	Unit Price	Qty	Annual Total
Microwave Connectivity (DS0 per radio/per year)	\$62.12	51	\$3,168.12

MODUCOM CORE MAINTENANCE AND NETWORK MONITORING FEES			
Service	Unit Price	Qty/Hours	Annual Total
ModUCom Core Maintenance	\$79.66	8.5	\$677.11
ModUCom Position Preventative Maintenance (.5 hr/pos)	\$39.83	10	\$398.30
Daily Review of Logs (1 hr/month)	\$79.66	46	\$3,664.36
Total for ModUCom Core Maintenance			\$4,739.77

Monthly Total	\$1,429.04
Semi-Annual Total	\$8,574.23
Annual Total	\$17,148.45

Fees shown above are based on FY 20-21 rates. Refer to Section 5.2 of the Agreement for annual rates.

SCHEDULE E – REDCOM ASSETS

The current REDCOM communications system consists of three major subsystems; the radio-dispatch console system which is located at the Sheriff’s Main office building, the radio-systems which are located at various County maintained communications sites, and the backhaul systems which tie them all together.

I. Radio-Console Dispatch System.

The current REDCOM radio-console dispatch system consists of a 10 position ModUCom system, various backroom support equipment, stand-alone radio control stations and stand-alone encoders/decoders.

II. Mountaintop Radio Systems.

The current REDCOM mountain top radio system consists of various repeaters, power systems, combining equipment, and various other support equipment that is hosted amongst 17 County-maintained communications sites. These sites are listed below. Currently, there are four radio channels, supported by T-Comm, which are used by REDCOM.

a. REDCOM/Control-2/Control-4.

These three channels are County-wide, VHF, simulcast radio systems which cover the majority of Sonoma County.

Point Arena	Fish Rock	Oakridge
Moonraker	Meyers Grade	Bodega/BayHill
Pine Mountain	Geyser Peak	Mt. Jackson
Siri	Mt. Barham	Sonoma Mt
Sleepy Mountain	Sears Point	Mt. Burdell
Mt. St. Helena	Sheriff’s Office Building	

b. MEDCOM

This channel is a 7 site, Private-Line (PL)-steered VHF radio system which covers a majority of Sonoma County.

Meyers Grade	Oakridge	Sears Point
Pine Mountain	Siri	Sheriff’s Office Building
Sonoma Mt		

SCHEDULE F – EQUIPMENT REPLACEMENT SCHEDULE

The below list is a proposed equipment replacement schedule that has been generated for budget planning purposes. These recommendations have been generated based upon industry “best practices” and should NOT be considered mandatory. Frequently, equipment reliability can extend well past this date, although the cost to maintain such equipment will rise substantially. Also, as equipment use extends past the manufacturer’s end of life/end of support date, the availability of repair parts may become impossible.

Asset Type	Recommended Replacement Timeframe
Workstation Computers	Five Years
Base Stations/Repeaters	Ten Years
Combining Systems/Antenna Systems	15 Years
Desktop Control Stations	Seven Years
Other support equipment	Ten Years

SCHEDULE G – INSURANCE

Section I: Insurance required to be maintained by County

County shall obtain and keep in force at all times during the term of the agreement the following coverages and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith.

County may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent - including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective.

1. Workers Compensation and Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance:
 - i. Certificate of Insurance.

2. General Liability Insurance

- a. General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate. The required limits may be provided by a combination of General Liability Insurance and Excess or Umbrella Liability Insurance.
- d. **Redwood Empire Dispatch Communications Authority** shall be additional insureds for liability arising out of operations by the County in the performance of this Agreement.
- e. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Section I: Insurance required to be maintained by REDCOM

REDCOM shall obtain and keep in force at all times during the term of the agreement the following coverages and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith.

REDCOM may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent - including, but not limited to, that offered to a public entity through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective.

1. Workers Compensation and Employers Liability Insurance

- d. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- e. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- f. Required Evidence of Insurance:
 - i. Certificate of Insurance.

2. General Liability Insurance

- c. General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- d. Minimum Limits: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate. The required limits may be provided by a combination of General Liability Insurance and Excess or Umbrella Liability Insurance.
- f. The County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of REDCOM'S operations or premises.
- g. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.