

AGREEMENT FOR TELECOMMUNICATION MAINTENANCE AND REPAIR SERVICES

This Agreement ("Agreement"), is by and between the Sonoma County Junior College District, established by the Board of Governors of the California Community College (hereinafter "SCJCD") and the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), for telecommunication services to be provided by the Sonoma County Sheriff's Office T-Comm Bureau (hereinafter "T-Comm Bureau").

RECITALS

WHEREAS, SCJCD desires to engage the services of the County, through the T-Comm Bureau to maintain and repair their two radio channels and provide subsequent maintenance and support services to certain SCJCD telecommunication systems; and

WHEREAS, the County, through its T-Comm Bureau, represents that it is duly qualified and experienced in the provision of telecommunication technology services and support; and

WHEREAS, in the judgment of SCJCD, it is necessary and desirable to engage the services of County, through the T-Comm Bureau 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 the T-Comm Bureau, will provide services necessary to maintain and repair two discrete radio channels to be utilized by SCJCD. This Agreement is designed to provide a basis and framework for the delivery of high-quality services that provide SCJCD communication capabilities and inoperability. This Agreement depends on active participation and effective communication between the County, through the T-Comm Bureau, and SCJCD.

1.2. Term

This Agreement shall commence on November 1, 2023 and shall be in effect until October 31, 2028, unless either party provides one hundred and eighty (180) days advance notice, in writing, to the other party of their decision to terminate this Agreement, pursuant to Section 8 of this Agreement.

1.3. 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 deliver the services on behalf of County.

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

1.4. Schedules

The Schedules A – G 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.

2. SCOPE OF WORK

2.1. Scope of Services

The County, through the T-Comm Bureau, shall perform the services as 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 to this Agreement which is attached hereto and incorporated herein by reference.

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 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. Changes to the Body of this Agreement

All changes to the body of this Agreement shall be made by an amendment to this Agreement, which amendment shall be executed by SCJCD authorized parties, named in Schedule D and the County, through the T-Comm Bureau, with County Counsel.

2.5. Authority to Act Under This Agreement

All changes to this Agreement requiring approval of or agreement by SCJCD must be executed by an authorized person. All changes to this Agreement requiring approval of or agreement by County may be authorized by the Sonoma County Sheriff’s Office T-Comm Bureau.

2.6. Assigned Personnel

The County, through the T-Comm Bureau shall assign qualified, competent personnel to perform work hereunder and ensure that adequate staffing is available to provide the services more fully set forth in Schedule A. Notwithstanding any other provision of this Agreement, the County, through the T-Comm Bureau shall have the sole discretion to supervise and assign County staff as necessary to accomplish the services specified herein as long as such assignments do not result in cost increases to SCJCD, unless such cost increases have been authorized pursuant to paragraphs 2.3 and 2.4 of this Agreement.

3. PAYMENT

3.1. Project and Maintenance

SCJCD agrees to pay the County, through the T-Comm Bureau, fees as described herein. The County, through the T-Comm Bureau shall have no obligation to provide services if SCJCD fails to comply with this Section 3.

All fees for services provided under this Agreement, identified in Schedule C, attached hereto and incorporated herein by reference, are based on the estimated costs associated with performing the Scope of Services. The Scope of Services and corresponding budget will be reviewed and modified annually if required. All fees shall be based on the annual T-Comm rates set by the Board of Supervisors each fiscal year.

3.2. Equipment

All fees for equipment provided under this Agreement are based on the estimated costs associated with performing the services set forth in Schedule A, including planned projects. The Scope of Services and corresponding budget will be reviewed and modified annually if required.

3.3. Invoices

The County, through the T-Comm will submit invoices to the SCJCD representative that is designated to receive such invoices pursuant to Schedule D for services, materials, and other costs incurred under this Agreement as described in Schedule A. Each invoice will clearly identify the costs associated with services and repair. The details substantiating all charges will be available to SCJCD 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 City business and the T-Comm rates approved by the Board of Supervisors.

3.4. Payment terms

SCJCD shall pay fees and expenses due under this Agreement to County as specified in Schedule C. All invoices are payable within thirty (30) days from the date of the invoice.

3.5. Interest for late payment

If any invoice, or portion of an invoice, is not settled within thirty (30) days from receipt of invoice, the County may add an interest and administrative charge of one point five percent (1.5%) of the undisputed or otherwise overdue invoice amount per month.

4. 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 of 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.

5. INDEMNITY

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. This indemnity provision survives the Agreement.

6. FORCE MAJEURE

Excepting the provisions 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 of failure of electricity of telephone service governmental act, or labor dispute provided the delayed party gives the other party prompt notice of such conditions.

7. SECURITY

7.1. Physical Access

The SCJCD will provide authorized T-Comm Bureau employees reasonable authorized access to the following premises and equipment controlled by SCJCD so that service may be delivered and maintained in accordance with the terms of this Agreement. SCJCD agrees to comply with the County, through the T-Comm Bureau and County access regulations and security policies when entering and using County facilities.

7.2. Compliance with City Security Policies

In the event the County, through the T-Comm Bureau establishes formal security policies, the County, through the T-Comm Bureau will ensure that its employees are made aware of such policies. The County, through the T-Comm Bureau and SCJCD will provide each other

with up to date information regarding security policies. SCJCD staff shall be escorted into County facilities.

8. TERMINATION

8.1. Authority to Terminate

SCJCD has the authority to terminate this Agreement in accordance with this Section. The Sheriff, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

8.2. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

8.3. Termination for Cause

Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, either party may terminate this Agreement by giving the other party 30 days advance notice in writing of such termination, stating the reason for termination.

8.4. 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 through such termination date. City shall provide such full payment within thirty (30) days after the County, through the T-Comm Bureau, provides a final invoice to City.

9. 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.

10. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

Notices, bills and payments required under this Agreement are to be sent in writing to the contact(s) listed in Schedule D. 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 in the names and addresses specified in Schedule D by giving written notice pursuant to this paragraph.

11. MISCELLANEOUS PROVISIONS

11.1. Statutory Compliance / Living Wage Ordinance

Both parties agree 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, both parties expressly acknowledge and agree that this may be 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.

11.2. Nondiscrimination

Without limiting any other provision hereunder, both parties 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.

11.3. AIDS Discrimination

Both parties agree 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.

11.4. 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. City and the County, through the T-Comm Bureau 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. City and the County, through the T-Comm Bureau acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.5. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

11.6. 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.

11.7. 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.

11.8. No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not 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.

11.9. 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 positions of the parties.

11.10 Professional Ability of County, through the TComm Bureau.

City has relied upon the professional training and ability of the County, through the TComm Bureau, to perform the services hereunder as a material inducement to enter into this Agreement. The County, through the TComm Bureau, shall provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the County, through the TComm Bureau, under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of professionals in similar fields of expertise.

11.11 Execution.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

11.12 Time is of the essence for this Agreement.

11.13 Authority to Enter Agreement.

Both parties represent and warrant they have the requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

SONOMA COUNTY JUNIOR COLLEGE
DISTRICT

COUNTY OF SONOMA

By: _____
Kate Jolley, Vice President, Finance
and Administrative Services

By: _____
Eddie Engram, Sheriff-Coroner

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____
County Counsel

Date: _____

SCHEDULE A – SCOPE OF SERVICES

Radio Services

T-Comm will offer preventative maintenance to cover the functionality of base station radios, microwave connectivity, and other associated infrastructure, which are all existing equipment installed on the County's telecommunications towers in accordance with Schedule E.

Any malfunctioning subscriber radio will be serviced by T-Comm for repair and inspected to determine faulted parts (minimum .5 hour labor charge). Any radio under warranty will be shipped to the manufacturer for repair. After the warranty period any costs associated with radios requiring repair shall be billed directly to SCJCD on a time and materials basis, in accordance with the Board of Supervisors approved rates, per Schedule C.

Radio-Console Dispatch Services

This Agreement will cover the procurement and installation of two new radio console dispatch systems, (hereinafter "Zetron"), located at the Santa Rosa Junior College Police Department. After the initial training and installation performed by T-Comm, support services for Zetron products and Zetron accessories will be included in the Zetron Gold Maintenance Service Plan, attached as Schedule F. The Zetron Gold Maintenance Service Plan will expire in FY 27-28, the Maintenance Plan will be renegotiated before the time of expiration. At such time, SCJCD's prorated share of the new maintenance plan will be incorporated in Schedule E.

Daily remote monitoring and troubleshooting of the Zetron system, not included in the Zetron Gold Maintenance Service Plan, will be performed and billed by T-Comm on a time and material basis, in accordance with Schedule C. Core maintenance and network monitoring fees for the Zetron system will be tracked for approximately one year to establish the baseline costs associated with the development of annual maintenance fees for the Zetron system. Once the baseline is established, costs will be adjusted and incorporated in Schedule E.

SCHEDULE B – SERVICE AVAILABILITY

I. T-COMM HOURS OF OPERATION

The T-Comm Bureau regular hours of operations are 7:30 a.m. To 4:30 p.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 required immediate attention, such as a communication failure, and cannot wait until regular business hours to be addressed.

II. REPORTING PROBLEMS

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

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

III. REQUESTING REPAIRS TO EQUIPMENT

T-Comm Bureau will provide repairs for time and materials basis. For all portables and mobile radios, please deliver the equipment to the T-Comm workshop located at 445 Fiscal Drive Santa Rosa, CA 95403 during regular hours of operation.

For a non-emergency equipment service which resides at a SCJCD location, please contact the T-Comm bureau 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.

SCHEDULE C – LABOR RATES

Hourly Labor Rate (established by the Sheriff's Office and adopted by the Board of Supervisors)

Fiscal Year 23-24	Communications Technician	\$101.56
	Communications Manager	\$135.83

Repair and maintenance will be invoiced at the Communications Technician Rate.

Consultation will be invoiced at the Communications Manager Rate.

All materials will be charged at actual cost.

SCHEDULE D – CONTACTS

SCJCD

Notices to:

Tim Danford, Police Systems Administrator
Sonoma County Junior College District Police
1501 Mendocino Ave., Santa Rosa, CA 95401
tdanford@santarosa.edu
(707) 524-1504

Invoices to:

SCJCD Accounting Department
1501 Mendocino Ave., Santa Rosa, CA 95401
accountspayable@santarosa.edu
(707) 527-4973

COUNTY

Notices to:

Telecommunications Bureau, Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Sheriff-TComm@sonoma-county.org
(707) 565-1984

Connie Newton, Chief of Financial & Administration Officer, Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Connie.newton@sonoma-county.org
(707) 565-8884

Administrative Contact:

Brady Murphy, Department Analyst
County of Sonoma Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Bradyj.murphy@sonoma-county.org
(707) 565-2018

Remit Payments to:

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

SCHEDULE E – ESTIMATE OF MAINTENANCE AND NETWORK FEES

FY 23-24 ANNUAL PREVENTIVE MAINTENANCE FEES			
Preventive Maintenance	Unit Price	Qty/Hours (Annual)	Annual Total
Per Radio			
1 site visit per year	\$101.56	2	\$203.12

Supported Sites		
Channel Name	# of radios	Annual Total
Mt Jackson	2	\$406.24
Sleepy Mountain	2	\$406.24
Sheriff's Office Building	2	\$406.24
Total for All Channels		\$1,218.72

Network Fees			
Service	Unit Price	Qty	Annual Total
Microwave Connectivity (DS0 per radio/per year)	\$68.63	6	\$411.78

ZETRON CORE MAINTENANCE AND NETWORK MONITORING FEES			
Service	Unit Price	Qty/Hours	Annual Total
Zetron Core Maintenance	\$101.56	2	\$203.12
Zetron Position PM (.5 hr/pos) 2 - positions	\$101.56	1	\$101.56
Daily Review of Logs (5 hr/month)	\$101.56	60	\$6,093.60
Total for Zetron Core Maintenance			\$6,398.28

Annual Total	\$8,028.78
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SCHEDULE G – OWNERSHIP, REPLACEMENT AND PAYMENT PLAN

The Sonoma County Sheriff's Office purchased the Zetron Dispatch Radio Console System, which included all end-users. Sonoma County Junior College District utilizes two consoles at their Police Department.

Below is the cost of two consoles and year one through five of the Zetron Gold Maintenance Service Plan. It is agreed that Sonoma County Junior College District will repay the Sonoma County Sheriff's Office in one lump sum in FY 23-24.

Two ACOM Console Systems & Ancillary Equipment, plus 5-years of Zetron Gold Maintenance Plan	\$ 138,940.54
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Once Sonoma County Junior College District repays the Sonoma County Sheriff's Office for their two consoles and the 5-year Zetron Gold Maintenance Service Plan, Sonoma County Junior College District will take ownership of the console; to include managing and tracking as their own asset. 6 months before Year 5 of the maintenance plan is due to expire, T-Comm and Sonoma County Junior College District agree to negotiate how to move forward.

It is recommended that the PC, monitor, and media dock be replaced every five years, this expense will be the responsibility of Sonoma County Junior College District. All Zetron infrastructure will be managed and maintained by T-Comm. The life expectancy for the Zetron Dispatch Radio Console System is approximately 10-12 years per Zetron representatives.