

AGREEMENT FOR TELECOMMUNICATION MAINTENANCE REPAIR AND SERVICES

This Agreement ("Agreement"), is by and between the Lake County Sheriff's Office (hereinafter "LCSO") 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 Telecommunications Bureau (hereinafter "T-Comm").

RECITALS

WHEREAS, the LCSO desires to engage the services of the County, through T-Comm to maintain and repair their existing radio-dispatch console system; and

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

WHEREAS, in the judgment of LCSO, it is necessary and desirable to engage the services of County, through T-Comm 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 T-Comm, will provide services necessary to perform preventative maintenance and repair of the existing Radio-Dispatch Console System, for LCSO. This Agreement depends on active participation and effective communication between the County, through T-Comm, and LCSO.

1.2. Term

This Agreement shall be effective on July 1, 2020 and shall be in effect for an initial five year period, after which time it shall automatically renew on June 30th of each year for a further twelve month period unless 90 days prior written notice is received to terminate the Agreement by either party, or the Agreement is otherwise terminated pursuant to Section 9.

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 delivers 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 LCSO.

1.4. Schedules

The Schedules A – D 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 T-Comm, shall perform the services for preventative maintenance and repair of the existing Radio-Dispatch Console System as described in Schedule A.

Any equipment required to support the existing Radio-Dispatch Console System shall be purchased by LCSO.

County shall provide the services as described in and in accordance with the schedule set forth in Schedule “A” attached hereto and incorporated herein (“Services”). The Parties enter this Agreement and the Services shall be performed pursuant to the authority in Government Code Section 54980 *et seq.* and other applicable law. This Agreement is not and shall not be construed to be a Joint Powers Agreement under Government Code Section 6500 *et seq.* The provisions in Government Code Section 6500 *et seq.* shall not apply to this Agreement.

County shall devote such time to the performance of the services as may be reasonably necessary for satisfactory performance of County’s obligations pursuant to this Agreement.

2.2. Service Availability

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

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 LCSO authorized parties, named in Schedule C and the County, through T-Comm, with approval as to form by the county counsel of each party.

2.5. Authority to Act Under This Agreement

All changes to this Agreement requiring approval of or agreement by LCSO must be executed by an authorized person. All changes to this Agreement requiring approval of or agreement by County may be authorized by the T-Comm.

2.6. Assigned Personnel

The County, through T-Comm shall assign qualified, competent personnel to perform work hereunder and ensure that adequate staffing is available to provide Services identified in this Agreement. Personnel are not required to be specifically named within this Agreement. Notwithstanding any other provision of this Agreement, the County, through T-Comm 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 LCSO.

2.7 Licences, Permits, Etc.

County shall, at County's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

2.8 Inspection

County shall provide the LCSO every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the LCSO. The inspection of such work shall not relieve County of any of its obligations pursuant to this Agreement.

3. PAYMENT

3.1. Project and Maintenance

LCSO agrees to pay the County, through T-Comm fees as described herein. The County, through T-Comm shall have no obligation to provide the Services if LCSO fails to comply with this Section 4.

All fees for Services provided under this Agreement, identified in Schedule D are based on the estimated costs associated with performing the Scope of Services not to exceed \$20,000 annually. 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

Any purchases required to complete the Services for described in this Agreement shall be purchased directly by the LCSO. Such equipment must be specified by the County, through T-Comm and must meet exact specifications required. County will not be responsible in the event of equipment failure caused by LCSO.

All fees for equipment provided under this Agreement are based on the estimated costs associated with performing the Scope of Services as provided in Schedule A. The Scope of Services and corresponding budget will be reviewed and modified annually if required. Not less than thirty (30) days before any proposed increase in costs, County will notify LCSO in writing.

3.3. Invoices

The County, through the T-Comm will submit invoices to the LCSO to the party specified in Schedule C 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 LCSO 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 LCSO business and the T-Comm rates approved by the Board of Supervisors.

3.4. Payment terms

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

County shall be compensated for Services in addition to those described in Schedule A only if County and LCSO execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services.

Notwithstanding any provision herein, County shall not be paid any compensation until such time as County has on file with the LCSO Finance Department a current W-9 form available from the IRS website (www.irs.gov).

LCSO's obligation to pay compensation to County as provided herein is contingent upon County's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.

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. No joint and several liability shall arise from this Agreement. 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

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

7.2. Compliance with LCSO Security Policies

In the event that LCSO, the County, through T-Comm establishes formal security policies, the County, through T-Comm will ensure that its employees are made aware of such policies. The County, through T-Comm and LCSO will provide each other with up to date information regarding security policies. LCSO staff shall be escorted into County facilities which can be subject to fees.

8. TERMINATION

8.1. Authority to Terminate

LCSO has the authority to terminate this Agreement in accordance with this Section 8. The Sonoma County Sheriff's Office, in consultation with Sonoma County County Counsel's Office, 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 90 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. LCSO shall provide said payment within thirty (30) days after the County, through T-Comm provides a final invoice to LCSO.

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 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 in the names and addresses specified in Schedule C by giving written notice pursuant to this paragraph.

11. MISCELLANEOUS PROVISIONS

11.2. Nondiscrimination

Without limiting any other provision hereunder, LCSO and County 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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. LCSO and the County, through T-Comm acknowledge that they have each contributed to the making of this Agreement. LCSO and the County, through T-Comm 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 Lake County, California.

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.

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

LAKE COUNTY

COUNTY OF SONOMA

By: 
Sheriff-Coroner

Date: 2-9-21

APPROVED AS TO FORM

By: 
County Counsel
By: Lloyd C. Guintivano,
Senior Deputy County Counsel
Date: February 5, 2021

By: _____
Sheriff-Coroner

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: Petra Bruggisser
Deputy County Counsel

Date: January 6, 2021

CERTIFICATES OF INSURANCE ON FILE
ON SHERIFF'S OFFICE

By: _____
Department Analyst

Date: _____

SCHEDULE A - SCOPE OF SERVICES FOR PREVENTATIVE MAINTENANCE AND REPAIR OF EXISTING RADIO-DISPATCH CONSOLE SYSTEM

The County through T-Comm shall perform the services of preventative maintenance and repairing the existing Radio-Dispatch Console System, as described below.

The scope of work for this agreement only covers the ModUCom system located at the LCSO dispatch center. This agreement does not cover mobile/portable radio support nor, equipment/repeaters at any LCSO repeater site

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.

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

II. Repairs

Repairs are defined as those which require the purchase of parts, equipment, and labor. LCSO 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 LCSO staff regarding any major repair requirements and obtain authorization from LCSO staff prior to completing any major repair.

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

NOTE: County will not be responsible in the event of equipment failure caused by LCSO

III. Projects

Projects are defined as those which enhance the functioning, or expand the capabilities, of the existing system. This may require the purchase of parts, equipment, and labor. LCSO is responsible for the payment or reimbursement of such parts, equipment, and labor.

The County, through T-Comm will maintain on-going communication with LCSO staff regarding any major requirements and obtain authorization from LCSO staff prior to beginning any major project. Any Project whose estimated cost is expected to exceed \$10,000 shall be handled under a separate Memorandum of Agreement.

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.

II. REPORTING PROBLEMS

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

During Regular Hours: 707 565-1984

III. REQUESTING REPAIRS TO EQUIPMENT

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

SCHEDULE C – CONTACTS

LCSO

Notices to:

Lake County Sheriff's Office
Lieutenant Gavin Wells
PO Box 489
Lakeport, Ca 95453
(707) 262-4364
Gavin.wells@lakecountyca.gov

Invoices to:

Lake County Sheriff's Office
Attn: Mary Beth Strong
PO Box 489
Lakeport, Ca 95453
707 262-4200
Marybeth.strong@lakecountyca.gov

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 – COST ESTIMATE

Hourly Labor Rate (established by the Sheriff's Office and adopted by the Board of Supervisors. These rates are subject to change annually.)

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 Rate.

Travel time from 2796 Ventura Ave, Santa Rosa, CA 95403 to 1355 Hoyt Ave., Lakeport, CA 95453 will be included in final cost.

All Materials will be charged at actual cost.