



Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3006
www.srfecc.ca.gov

9:00 a.m.

Tuesday, July 14, 2020

REGULAR MEETING OF THE GOVERNING BOARD OF SRFECC
10545 Armstrong Ave – Room #385
Mather, CA 95655-4102

Public Remote Access at:

[Join Microsoft Teams Meeting](#)

[+1 916-245-8065](tel:+19162458065) United States, Sacramento (Toll)

Conference ID: 950 282 072#

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The Board will convene in open session at 9:00 a.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Secretary

Primary Board Members

Chris Costamagna, Chairperson

Mike McLaughlin, Vice Chairperson

Chad Wilson, Board Member

Brian Shannon, Board Member

Deputy Chief, Sacramento Fire Department

Fire Chief, Cosumnes Fire Department

Division Chief, Folsom Fire Department

Deputy Chief, Sacramento Metropolitan Fire District

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three (3) minutes.

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Please Note:

The Public's health and well-being are the top priority for the Board of Directors ("Board") of Sacramento Regional Fire/EMS Communications Center and therefore, because of the potential threat of COVID-19 (Coronavirus), public access to this meeting will be available through the link set forth above.

RECESS TO CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATOR*
Pursuant to Government Code Section 54957.6

* INDICATES NO ATTACHMENT

Center Negotiator(s) Lindsay Moore, Counsel
Tyler Wagaman, Executive Director
Employee Organization(s) Teamsters Local 150
Teamsters Local 856
Unrepresented Administrators

2. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Employee Evaluation: Executive Director

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

a. Pursuant to California Government Code Section 54956.9(b)

The Board will meet in closed session to discuss significant exposure to litigation. Two (2) potential cases

RECONVENE TO OPEN SESSION AT ESTIMATED TIME: 10:00 a.m.

CONSENT AGENDA: Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

1. Board Meeting Synopsis (June 23, 2020) Page 4

PROPOSED ACTION: Motion to Approve Consent Agenda

PRESENTATION:

1. Northrop Grumman CommandPoint CAD Demonstration – Dorsett*

ACTION ITEMS:

1. Approval of SRRCS Final Agreement Page 13
2. Approval of Resolution #3-20, Adoption of the Final Budget, FY 2020/2021¹ Page 35

DISCUSSION/POSSIBLE ACTION:

None

INFORMATION:

1. Communications Center Statistics (June) Page 36
2. Projects Update Page 39
3. Olvera Cleaning Contract Renewal Page 40
4. Lawson Mechanical HVAC Unit Replacement Page 45
5. Njevity Web Licenses Amendment Page 46

CENTER REPORTS:

1. Executive Director Wagaman*
2. Deputy Director House – Administration*
3. Deputy Director Soares – Operations*

¹ Final Budget, Fiscal Year 20/21 not attached

* INDICATES NO ATTACHMENT

4. Medical Director Mackey*

CORRESPONDENCE:

None

ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

BOARD MEMBER COMMENTS:

ADJOURNMENT:

The next scheduled Board Meeting is August 11, 2020.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102 Time:
9:00 a.m.
Board Members, Alternates, and Chiefs

Posted at: 10230 Systems Parkway, Sacramento, CA 95827
www.srfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

POSTING:

This is to certify that on July 10, 2020, a copy of the agenda was posted:

- at 10230 Systems Parkway, Sacramento, CA 95827
- at 10411 Old Placerville Rd – Suite #210, Sacramento, CA 95827
- on the Center's website which is: www.srfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102



Clerk of the Board

REGULAR GOVERNING BOARD MEETING

June 23, 2020

GOVERNING BOARD MEMBERS

Deputy Chief Chris Costamagna	Sacramento Fire Department
Deputy Chief Brian Shannon	Sacramento Metropolitan Fire District
Deputy Chief Paul Zehnder	Cosumnes Community Services District
Division Chief Chad Wilson	Folsom Fire Department

GOVERNING BOARD MEMBERS ABSENT

COMMUNICATIONS CENTER MANAGEMENT

Tyler Wagaman	Executive Director
Kylee Soares	Deputy Director – Operations
Diane House	Deputy Director – Administrative

OTHERS IN ATTENDANCE

Lindsay Moore	Counsel, SRFECC
Janice Parker	Administrative Analyst, SRFECC
Marissa Shmatovich	Executive Assistant, SRFECC
Dr. Kevin Mackey	Medical Director, SRFECC
Lisa Charbonneau	LCW Legal Counsel

NOTE: Because the Governor declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the Coronavirus) attendance by the public at this meeting was by telephonic means only and was made accessible to members of the public solely through the link set forth below.

Join Microsoft Teams Meeting
+ 1 916-245-8065 United States, Sacramento (Toll)
Conference ID: 335 622 317#

The meeting was called to order and roll call taken at 9:05 a.m.

1. The Pledge of Allegiance was recited.
2. There were no agenda updates.
3. There was no public comment.
4. CLOSED SESSION:
 1. CONFERENCE WITH LABOR NEGOTIATOR*
Pursuant to Government Code Section 54957.6

Center Negotiator(s)	Lindsay Moore, Counsel Tyler Wagaman, Executive Director
Employee Organization(s)	Teamsters Local 150 Teamsters Local 856 Unrepresented Administrators
 2. PERSONNEL ISSUES*
Pursuant to California Governing Code Section 54957
 - b. Public Employment: Executive Director
Medical Director
 - c. Employee Evaluation: Executive Director

3. CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation*

- a. Pursuant to California Government Code Section 54956.9 (b)
The Board will meet in closed session to discuss significant exposure to litigation.
Two (2) potential cases

Closed session was convened at 9:06 a.m. with Board Member Alternate, Chief Paul Zehnder, attending remotely.

Open session was reconvened at 11:30 a.m.

1. The Board received an update regarding labor negotiations. Direction was given; no action was taken.
2. The Board received an update and direction was given; no action was taken.
3. The Board received an update; no action was taken.

5. **CONSENT AGENDA:** Matters of routine approval including, but not limited to Board meeting synopsis, payroll reports, referral of issues to committee, other consent matters. Consent Agenda is acted upon as one unit unless a Board member requests separate discussion and/or action.

A motion was made by Deputy Chief Costamagna and seconded by Division Chief Wilson to approve the consent agenda and Board Meeting minutes (June 9, 2020).

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

6. **PRESENTATION:**

None.

7. **ACTION ITEMS:**

1. Approval of Direct Technology IT Managed Services Engagement

A copy of this agreement was included in the Board Packet.

A motion was made by Division Chief Wilson and seconded by Deputy Chief Shannon to approve the Direct Technologies IT Managed Services Engagement.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

2. Approval of Proposal by Jack Clancy Associates for Administration of Promotional Examination for Dispatch Supervisor

A copy of this agreement was included in the Board Packet.

A motion was made by Deputy Chief Shannon and seconded by Division Chief Wilson to approve the Jack Clancy Associates for Administration of Promotional Examination for Dispatch Supervisor.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

3. Approval of ESRI Term Lease Agreement

A copy of this agreement was included in the Board Packet.

A motion was made by Division Chief Wilson and seconded by Deputy Chief Costamagna to approve the ESRI Term Lease Agreement.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

4. Approval of AT&T SRFEC Fire 6 Laptop Position 5 Year Contract

A copy of this agreement was included in the Board Packet.

A motion was made by Deputy Chief Shannon and seconded by Division Chief Wilson to approve the AT&T SRFEC Fire 6 Laptop Position 5 Year Contract.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

5. Approval of Westnet Subcontract Change Order #1
6. Approval of Westnet Subcontract Change Order #2
7. Approval of Westnet Subcontract Change Order #3

Items 5, 6, and 7 were acted upon as a unit. A copy of these change orders was included in the Board Packet.

A motion was made by Division Chief Wilson and seconded by Deputy Chief Costamagna to approve the WestNet Subcontract Change Orders #1, #2, and #3.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

8. Approval of AT&T Quote for Extended Viper Maintenance

A copy of this agreement was included in the Board Packet.

A motion was made by Deputy Chief Shannon and seconded by Division Chief Wilson to approve the AT&T Quote for Extended Viper Maintenance.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

9. Approval of Njevity Software Service Agreement

A copy of this agreement was included in the Board Packet.

A motion was made by Deputy Chief Costamagna and seconded by Division Chief Wilson to approve the Njevity Software Service Agreement.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

10. Approval of Ongoing CPS HR Consultation Services

A copy of this agreement was included in the Board Packet.

A motion was made by Deputy Chief Costamagna and seconded by Division Chief Wilson to approve the Ongoing CPS HR Consultation Services.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

11. Approval of Resolution #1-20, Implement the Preliminary Budget and Resulting Layoff and Designation of Un-Funding Positions

A copy of this agreement was included in the Board Packet.

Legal Counsel provided background and description of the Resolution. At the last board meeting, the Board requested a resolution from the Center after adopting the preliminary FY 20/21 budget. The impacts of COVID-19 on the economy and member agencies required the Center make certain layoff decisions with the implementation of the next fiscal year budget. This resolution came to the Board as Executive Director Wagaman has implemented those layoffs, which mirrors what the City of Sacramento does for the purposes of providing notice of layoff. This resolution identifies which specific positions for layoffs as well as current vacant positions which the Center has unfunded in the FY20/21 budget. The board would be authorizing and confirming the work the Executive Director has begun to implement.

A motion was made by Deputy Chief Costamagna and seconded by Deputy Chief Shannon to approve Resolution #1-20, Implementing the Preliminary Budget and Resulting Layoff and Designation of Un-Funding Positions.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

12. Approve Execution of Independent Contractor Agreement for Diane House
(For services provided 7/1/2018 up to 1/31/2019)
Staff Report Included

A copy of this agreement was included in the Board Packet.

A motion was made by Deputy Chief Shannon and seconded by Division Chief Wilson to approve the Independent Contractor Agreement for Diane House for services provided from 7/1/2018 up to 1/31/2019.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

13. Approve Amendment to Agreement with Sac Metro for Executive Director

A copy of this agreement was included in the Board Packet.

Legal Counsel advised there were two typographical errors in the signature bars of the Amendment provided in the Board Packet. Legal Counsel will make those corrections and it will provide that to the Board for signature. With the exception of correcting the typographical errors in the signature bars, the document will remain unchanged.

A motion was made by Division Chief Wilson and seconded by Deputy Chief Costamagna to approve the Amendment to Agreement with Sac Metro for Executive Director, inclusive of the changes in the signature block as advised by Legal Counsel.

AYES: Sacramento Fire Department, Sacramento Metro, Cosumnes Community Services District, Folsom

NOES:

ABSENT:

ABSTAIN:

Motion passed.

8. DISCUSSION/POSSIBLE ACTION:

None

9. INFORMATION:

1. Communications Center Statistics (April and May)

A copy of this report was contained in the Board Packet.

2. Financial Reports

A copy of these reports were contained in the Board Packet.

3. Financial Reports

A copy of these reports were contained in the Board Packet.

4. Projects Update (April and May)

A copy of this report was contained in the Board Packet.

5. Recruitment Update

A copy of this report was contained in the Board Packet.

10. CENTER REPORTS:

Executive Director

1. E/D Wagaman reiterated that we are facing an unprecedented time. He expressed appreciation for the support from the Board and the Membership through this challenging time. Wagaman also expressed appreciation for the high level of professionalism from the employees directly and indirectly affected by the changes due to the Center's financial situation. Wagaman acknowledged there is a long road ahead, but the staff is willing to do whatever is necessary in order to keep Operations moving forward and support our core agencies. There is a myriad of projects that continue to push forward, and Wagaman commended the staff on the work they do in order to complete those projects.

As D/D Soares will acknowledge, with the 7 recruits we currently have going through the Academy, it has been very exciting to see them answering 9-1-1 calls for the first time and getting ready for the next step in the process. Wagaman is confident in their success.

Regarding the upcoming July 4 holiday – please have a great holiday, but remain safe. The Center will be fully staffed and prepared to answer additional calls that will likely happen over the holiday weekend.

Deputy Director Soares – Operations

1. Academy 20-1 is going very well. The recruits have been integrating onto the dispatch floor during day shift hours. Shift assignments have been distributed and the recruits will transition to the floor with their one-on-one trainer during the first week of July. D/D Soares acknowledged the long journey the recruits have taken to get to this point, and appreciates the positivity and excitement for taking first phone calls.
2. In-house IROC training is scheduled for the middle of July. Supervisor Poirier and Dispatcher Smelser are taking the lead on this training.
3. We continue to ask COVID-19 supplemental questions on every 9-1-1 call, and are working with Dr. Mackey to make some updates, to be implemented within the next week.
4. We went live on June 15 to incorporate International Airport into our normal dispatch operations for automatic aid for Sacramento Fire. We are no longer using the B5 channel.
5. Grass season is well under way, with several larger events and first strike team deployment.
6. Congratulations to Dispatch Supervisor Donna Fender on her Retirement after 21 years of service.

Deputy Director House - Administration

1. The WestNet Station Alerting and AVD project is progressing well. WestNet was on-site the previous week to install additional hardware and making additional configuration changes. We are getting closer to our go-live date for AVD.
2. The FitGap project, during which we are evaluating the current Northrop Grumman CommandPoint CAD System work flows through the install, is going very well. Brad Dorsett is preparing a presentation for the July 14 Board Meeting, to hear more about the FitGap process and where we are in the CAD project.

Medical Director Dr. Kevin Mackey

1. Dr. Mackey expressed accolades and thanks to Janice.
2. Dr. Mackey is working with D/D Soares to reword the COVID screening question, to clarify the amount of time since a caller received testing.
3. Dr. Mackey's vision for the year is to harmonize the EMS officers and the EMS work. COVID-19 has taken time and energy away from the EMS Divisions, but Dr. Mackey will continue to stay focused on educational videos.

11. CORRESPONDENCE:

None

12. ITEMS FOR DISCUSSION AND POTENTIAL PLACEMENT ON A FUTURE AGENDA:

None

13. BOARD MEMBER COMMENTS:

Deputy Chief Costamagna

Chief Costamagna presented Janice with a retirement gift. Chief Costamagna thanked Janice for her over 20 years of service to the Center, and acknowledged her ability to always share kind words and provide a smile.

Chief Costamagna expressed that as a team, we will get through this difficult time, and look forward to the next day.

The Fourth of July is approaching, and is a busy time of year.

Expressed thanks again to Janice Parker and Donna Fender for all their work and dedication.

Janice Parker

Janice expressed her thanks, acknowledged the camaraderie amongst all coworkers over the years, even through all the ups and downs. Janice expressed affection for all board members and reiterated her pride in working in Public Safety.

Executive Director Tyler Wagaman

E/D Wagaman expressed regret that he did not have the opportunity to work with Janice Parker longer. She has set the stage for the caliber of work that the Center produces, and it will be difficult to replace her. Thanked Janice Parker for her 21 years of service.

Division Chief Wilson:

Chief Wilson expressed his appreciation for Janice Parker, and her willingness to be helpful and assist those who need it. He will always remember that about her, and acknowledged that Janice Parker was always what he needed at that time, especially getting through acclimating to being a new board member.

Deputy Chief Shannon

Deputy Chief Shannon reiterated that the Center had to make difficult decisions through the budgetary changes, and that Center staff had difficult news to deliver. He appreciates the professionalism, and hopes that moving forward that the member agencies are able to get the budget back to where we think it needs to be.

Congratulations to the Academy.

Happy Fourth of July, especially to those that will be working on the holiday.

Congratulations to Dispatch Supervisor Donna Fender on her retirement after 21 years of service

Congratulations to Janice Parker on her retirement after over 21 years of service, and though Chief Shannon has the least time working with Janice, he understands the feeling of family and the emotions felt through the retirement, and expressed thanks to Janice for all her assistance.

14. ADJOURNMENT:

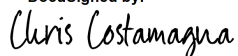
The meeting was adjourned at 12:02 p.m.

Respectfully submitted,



Marissa Shmatovich
Clerk of the Board

DocuSigned by:



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Chris Costamagna, Chairperson

DocuSigned by:



64F709DE4944479...

Mike McLaughlin, Vice Chairperson

**SACRAMENTO REGIONAL
RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

THIS AGREEMENT is made and entered into on this 1st day of July, 2020, by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California and the **SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER** (hereinafter referred to as “Agency”) which are collectively referred to as the "parties."

RECITALS

WHEREAS, a spirit of cooperation and collaboration has been demonstrated by several public agencies in the Sacramento area to develop a regional solution to meet the individual radio communications need of each agency; and

WHEREAS, the County of Sacramento, in coordination with several public safety and public service entities, has developed the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento County Board of Supervisors contracted for the construction of the Sacramento Regional Radio Communications System; and

WHEREAS, the Sacramento Regional Radio Communications System includes a backbone communications system and end user equipment; and

WHEREAS, the Participants have pooled their individual frequencies and rights granted by the FCC; and

WHEREAS, the Sacramento Regional Fire/EMS Communications Center desires to contract with the County of Sacramento for a license for use of the backbone communications system.

WITNESSETH

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

- A. AGREEMENT is defined as this Sacramento Regional Radio Communications System Licensing Agreement.
- B. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE is defined as the annual fee necessary to recover the direct costs incurred by the County of

Sacramento for maintenance and operation of the Backbone and shall include, but not be limited to, the following:

- 1) Labor rates for County of Sacramento personnel assigned to work on or administer the Backbone. These rates will be the same as those charged by the County of Sacramento Department of Technology to County of Sacramento Departments for the same labor classes. These rates will be monitored and periodically adjusted by the Chief Information Officer as needed to minimize the variance between applied and actual costs. This rate structure is currently subject to federal and state audits for purposes of assuring compliance with grant and funding regulations.
- 2) Costs of all labor, materials, and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades, or replacements.
- 3) All-Risk Property insurance costs, including reserves for deductibles, for the Backbone.
- 4) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting practices, including any legal fees incurred by SRRCS as a result of any action brought against SRRCS and/or any of the Participants relating to services provided by SRRCS.

C. BACKBONE is defined as:

- 1) All trunk repeater site equipment including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
- 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.
- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
- 4) The electronic equipment in the various dispatch centers that appears on the Backbone side of the Demark Point and is used to translate the signals to a suitable audio or digital signal for use by the dispatch center.

D. DEMARK POINT is defined as a location, a point, or a set of points in the same general area, where signals are transferred from the Backbone to End User Equipment.

- E. CHIEF INFORMATION OFFICER of the County of Sacramento is defined as the Director, Department of Technology or Director of another County of Sacramento Department to the extent either has been assigned oversight of the Sacramento Regional Radio Communications System by the Board of Supervisors.
- F. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.
- G. FCC is defined as the Federal Communications Commission of the United States.
- H. PARTICIPANTS shall be defined as any public agency or municipality, which enters into an agreement similar to this Agreement with the County of Sacramento and is issued a license to use the Backbone by the County of Sacramento. The current Participants are listed in Attachment 2.
- I. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- J. RADIO is defined as any mobile, portable, control station or base station radio. Although Radios purchased and used solely as maintenance spares are considered as Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios), voting rights, or other apportionment under this Agreement. .
- K. SCHEDULE is defined as the listing of the total number of Radios to be purchased by Agency as approved by the SMG and attached hereto as Attachment 1.
- L. SECONDARY SYSTEM USER is defined as an agency, which has received approval from the SMG to access the System on a separate revocable contract through one of the System Participants.
- M. SMG is defined as the Sacramento Regional Radio Communications System Management Group, which is comprised as set forth in Article 4.
- N. SYSTEM is defined as the Sacramento Regional Radio Communications System.
- O. SYSTEM MANAGER is defined as the Chief Information Officer.
- P. TAC is defined as the Sacramento Regional Radio Communications System Technical Advisory Committee, which is comprised as set forth in Article 4.
- Q. SYSTEM BUY-IN FEE is defined as the non-refundable total amount to be paid to the County of Sacramento in a lump sum for participation in (non-refundable) the System.

R. VENDOR is defined as the company selected by County of Sacramento to design and supply the System.

2. LICENSE - TERM OF AGREEMENT

During the term of this Agreement and so long as AGENCY is not in significant breach of its terms and conditions, County of Sacramento grants to AGENCY a revocable non-exclusive license to use the Backbone and the System and all components thereof.

This Agreement is effective as of the day and year first hereinabove appearing and shall continue thereafter from year to year until July 1, 2030, unless terminated pursuant to Article 3, 16, or 17.

The parties acknowledge that the Backbone was designed to meet the radio communication needs of the Participants.

If no major capital investment is required to operate the Backbone, then AGENCY and the other Participants shall only be required to pay the County of Sacramento their *pro rata* share of the County of Sacramento's Annual Backbone Maintenance and Operation Fee.

If at any time during the term of this Agreement, it becomes necessary as the result of the action of the FCC or other regulatory or legislative body to expend more money than is available in reserves for the purpose of bringing the System into compliance, AGENCY shall pay its *pro rata* share thereof based upon the formula set forth in Article 8, or, in the absence of an acceptable agreement to do so, the parties will treat participation under this Agreement as having been terminated for convenience pursuant to the following paragraph and Article 16.

In the event this Agreement terminates, the parties shall negotiate in good faith among themselves and the other Participants to arrive at a mutual and satisfactory solution to their then existing radio communications problems. To the greatest extent possible, this solution shall involve sharing of facilities and costs and making use of existing facilities or sites.

3. MAJOR CAPITAL INVESTMENT

The determination whether a major capital investment(s) is required to continue operation of the Backbone shall be made by the SMG with the advice of the TAC or an independent consultant as it deems necessary. The costs, if any, of the determination shall be divided proportionately according to number of Radios owned and operated among the total number of Participants remaining at the time of the determination.

If major capital investment is required to operate the Backbone to extend its useful life, the parties agree that they shall negotiate in good faith with each other and all of the other

Participants to address the terms for financing of the procurement and installation costs of major capital improvements to the Backbone. If the parties cannot agree to the financing terms for such an investment, the County of Sacramento shall no longer be obligated to operate and maintain the Backbone for the benefit of AGENCY or the other Participants, and AGENCY shall no longer be entitled to access the Backbone.

4. SMG AND TAC - CREATION, ORGANIZATION, AND AUTHORITY

A. SMG

- 1) The voting membership of the SMG shall have one member appointed by each Participant.

Each appointing authority shall appoint one alternate voting member who shall have full authority to act in the absence of the member to whom he or she is alternate. All appointments of voting members and alternates shall be communicated in writing to the Chief Information Officer, or the successor thereto, who shall act as Secretary to the SMG. Each Participant shall appoint such auxiliary non-voting members to the SMG as it deems appropriate.

These members shall have full rights to participate in all SMG activities and discussions, except voting. It is expected that each Participant will appoint sufficient members to fully represent all of its communication interests and to provide an SMG of sufficient breadth and depth of knowledge and experience to adequately carry out its responsibilities. Each Participant shall notify in writing or by Email the Chief Information Officer or his designated representative of all such appointments and of the termination or expiration thereof.

- 2). The SMG shall meet on a periodic basis and when requested by the Chief Information Officer or a voting SMG member, but such frequency shall be not less than semi-annually, at a time and place designated by the SMG Chair who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the SMG shall constitute a quorum thereof.

A majority of the voting power of the full SMG shall be required to act, except for expenditure of reserve funds for essential modifications, which requires a two-thirds vote. Each voting member of the SMG shall have one vote for each Radio, which is part of the System and is owned or controlled by his or her agency. The radio count will be determined by the annual

snapshot conducted in January by the County of Sacramento for annual billing purposes.

- 3) The SMG shall have the authority to:
 - a) Elect officers and conduct meetings. The Chair of the SMG shall be elected from among the membership of the SMG for a term of two years. The term will begin on July 1. The Chair may serve additional terms if nominated and elected.
 - b) Advise the Chief Information Officer as to all matters relative to the construction, expansion, operation, and management of the System.
 - c) Approve new Participants and Secondary/Paid Secondary System Users of the System. The County of Sacramento may not allow additional Secondary System Users, nor enter into Agreements with new Participants, without the consent of the SMG. If a new user is a Participant, the SMG shall determine the appropriate fee structure for the Backbone pursuant to Article 12.

The Annual Backbone Maintenance and Operation Fee on account of a Paid Secondary System User shall be the same as if the Secondary System User were an individual Participant, except that the SMG may specify a usage level for the Paid Secondary System User and may reduce its fees by factors, which the SMG considers appropriate, which factors need not be the same for both Fees.

- d) Determine how much capacity, if any, is available to a Participant who wishes to reenter the system after termination of participation pursuant to Article 16 ("terminating party"). In making such determination the SMG shall consider on the one hand that the terminating party has paid or is obligated to pay for certain capacity in the Backbone, and, on the other hand, any commitments of such capacity to other Participants or users, it being the intention of the parties to this Agreement that reentry by any such terminating party shall not be permitted if such reentry causes an unreasonable exhaustion of capacity, diminution of reasonable expectations as to growth and capabilities, or shortening of the expected life of the System beyond that which might reasonably have been expected had the terminating party not terminated participation and the vacated capacity been otherwise committed. No credits will be paid for previously paid Buy-in Fee to terminating party.
- e) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the SMG.

- f) Establish procedures for, consider, and, to the extent possible, resolve all disputes between the parties or any of the Participants.
- g) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

B. TAC

- 1) The membership of the TAC shall be one member appointed by each Participant.

Each Participant may provide additional members to represent the interests of the Participant. Representatives on the TAC shall jointly provide services in kind without compensation from the System funding.

- 2) The TAC shall meet on a periodic basis and when requested by a TAC member, the SMG or the Chief Information Officer, but such frequency shall be not less than semi-annually, at a time and place designated by the chairperson of the TAC.
- 3) The TAC shall be the primary body for the review and discussion of technical performance issues concerning the operations, reliability, and maintenance of the System. The TAC shall advise and make suggestions and recommendations concerning operations, reliability, and maintenance for the chairperson to carry forward to the SMG or Chief Information Officer for review and policy direction.

5. DESIGN OF THE BACKBONE

The County of Sacramento shall procure and install the Backbone. The parties acknowledge that the Backbone may be designed and constructed at an operational efficiency level, which is less than the optimum design capacity of the Backbone as a means of reducing the costs of procurement and installation of the Backbone. The initial level of operation was essentially determined with input and advice from the SMG and the TAC. The continuing enhancements shall be determined by the Chief Information Officer with input and advice from the SMG and the TAC.

6. OWNERSHIP OF BACKBONE

County of Sacramento shall hold legal title to all equipment comprising the Backbone during the term of this Agreement and upon its expiration, termination, or cancellation.

7. MAINTENANCE AND OPERATION OF BACKBONE

County of Sacramento shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Articles 1 and 8 hereof. County of Sacramento shall devote as much staff time as it deems necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

8. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE

AGENCY shall pay the County of Sacramento an annual fee for Maintenance and Operation of the Backbone each year during the term of this Agreement to be calculated as follows:

$$g \times \frac{c}{d} = \textit{Annual Backbone Maintenance and Operation Fee}$$

Where:

- c = The total number of radios owned and operated by AGENCY as of January 1st of each year or the number of radios AGENCY intends to operate on execution of this agreement whichever is greater.
- d = The total number of Radios owned and operated by all Participants as of January 1st of each year
- g = Total annual County of Sacramento Maintenance and Operation Costs as set forth in the definition of Annual Backbone Maintenance and Operation Fee in Section B of Article 1 above.

The County of Sacramento shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee on or about May 1st of each year. This fee shall be due and payable not later than July 1st of each year. Interest shall accrue at the rate of ten percent (10%) per annum from the July 1 due date.

INITIAL PAYMENT The initial payment of the Annual Backbone Maintenance and Operation Fee payment shall be pro-rated for the first year of participation in the system. The formula for fee calculation for the initial payment shall be calculated as follows:

(Annual Backbone Maintenance and Operations Fee per radio for fiscal year Agency executes the agreement) X (days until June 30) / 365.

Significant Increase in Radio Count During the Year: If AGENCY adds 10%, or more, additional radios during the fiscal year the County of Sacramento may send AGENCY a supplemental invoice which shall be payable on receipt.

9. PURCHASE OF END USER EQUIPMENT

County of Sacramento agrees that AGENCY may purchase its End User Equipment directly from an equipment vendor, using County of Sacramento contracts if available. The parties acknowledge that all warranties for such equipment are only enforceable against the vendor and County of Sacramento makes no express or implied warranty for End User Equipment.

10. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT

AGENCY may purchase End User Equipment for Secondary System Users (or may authorize such Secondary System User to purchase directly pursuant to the terms of the County of Sacramento's contracts) if available for use within the System provided:

- A. The Secondary System User agrees in writing that it will comply with all applicable terms and conditions of this Agreement, all applicable regulatory requirements, and all rules, regulations, and policies pertaining to System usage.
- B. AGENCY shall be responsible to County of Sacramento for payment of all amounts due to County of Sacramento as a result of the purchase and use of such equipment.

Any Secondary System User shall enter into a written agreement with the Participant through whom its System usage is derived in the form provided by the County of Sacramento. Such agreement shall be subject to all terms and conditions developed by the SMG. If applicable, the agreement shall provide for the Annual Backbone Maintenance and Operation Fee to be paid on account of a Secondary System User in accordance with the determination of the SMG. Such Fees shall be paid to the County of Sacramento by the Participant through whom the System usage is derived.

The proposed agreement between the Participant and Secondary User shall be submitted to the TAC for review unless waived by TAC or SMG. If submitted to TAC for review, TAC may provide a recommendation to the SMG. The SMG must approve all agreements for Secondary System Users.

In the event the Secondary System User ceases participation in the System, the Radios used by it may be taken out of operation, in which case both Fees will cease at the end of the then current fiscal year, or may be continued in usage by the Participant, in which case the Fees will be charged to the Participant on the same basis as all other Radios owned by the Participant.

11. OPERATION OF RADIOS

The County of Sacramento shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use within the System without first being approved as to compatibility by the SMG or the System Manager.

12. SYSTEM OPERATIONS

County of Sacramento and AGENCY agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under the jurisdiction of the Chief Information Officer. The Chief Information Officer shall be responsible for administration of this Agreement and the System. The SMG shall advise the Chief Information Officer in accordance with Article 4. In the event the Chief Information Officer reports to County of Sacramento's Board of Supervisors and any recommendation therein is contrary to advice rendered by the SMG, the Chief Information Officer shall state to the Board of Supervisors the position of the SMG. The Chief Information Officer shall inform the SMG of the date and time of the Board Report to give the SMG representative an opportunity to present the position of the SMG. The SMG representative shall be selected from those members of the SMG representing the majority opinion. Technical operation decisions shall be subject to the advice of the TAC with the approval of the SMG.

The Chief Information Officer, with the advice and consent of the SMG, may make rules, regulations and policies with respect to the System and its usage, and all users shall comply with those rules, regulations, and policies. In addition, all users shall comply with all applicable provisions of this Agreement and with all applicable regulations of the FCC or any other governmental agency having jurisdiction over System usage.

The Chief Information Officer shall issue annually to all Participants a financial statement showing the financial condition of the System. Such statement need not be reviewed by an independent accountant unless the SMG so directs and approves the necessary expenditure. An annual proposed budget shall be prepared and distributed to all Participants and the SMG at least 30 days prior to its final adoption.

The County of Sacramento may contract with any Participant or Secondary System User for additions or improvements to the System provided that the cost thereof is borne in a manner which does not affect non-consenting parties and the additions or improvements are approved by the SMG.

The County of Sacramento may contract with additional agencies for use of the System. Any such contract shall be upon essentially the same terms and conditions as this

Agreement and shall provide that such new Participant shall have the same rights, duties, and obligations as the original Participants. Any such contract shall require the payment by the new Participant of an appropriate Buy-In Fee that recognizes the contributions of the participating agencies in the development of the radio system. The Buy-In Fee shall be in an amount recommended to the Chief Information Officer by the SMG.

Any such contract shall be first approved by the SMG as to availability of capacity. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the SMG.

AGENCY shall pay the Buy-In Fee in the amount and in the manner described in Attachment 1; or, as an alternative to the Buy-In Fee, AGENCY may substitute compensation in the form and amount as described in Attachment 1.

13. FREQUENCY ALLOCATION

The County of Sacramento and AGENCY agree that if additional frequency capacity is desired to be added to the System, AGENCY, after approval by the SMG, may apply to the FCC for a license and shall pay all applicable fees.

Several of the Participants have frequencies that have been assigned to them by the FCC. The parties agree that these frequencies will be pooled for use by all of the Participants and users during the term of this Agreement and shall be subject to the management of the County of Sacramento and the System Manager. Each Participant retains all rights to the frequencies it has pooled.

14. PUBLIC SAFETY PRIORITY

The County of Sacramento and AGENCY agree that Public Safety shall be given priority access to the communications functions of the System over other uses of the Backbone.

15. RADIO SYSTEM COVERAGE

The County of Sacramento makes no warranty or guarantee of any kind whatsoever including but not limited to indoor and outdoor radio coverage. The County of Sacramento has no role in resolution of indoor radio coverage issues/complaints in any type of buildings or structures. Indoor radio coverage and solutions either by BDA's or DAS systems are governed by the local Fire Marshall and the local Fire codes and ordinances.

Outdoor radio coverage issues/complaints will be reviewed by the County of Sacramento. The County of Sacramento will make a determination if the problem is being caused by interference/equipment malfunction or by inadequate system coverage in that area. If interference is found, the County of Sacramento will attempt to intervene with the responsible parties to eliminate the source of interference to the extent determined

appropriate by the County of Sacramento. SRRCS will attempt to repair all Backbone malfunctions in a timely manner.

Upon receiving a complaint of outdoor coverage problems and at the request of a Participant, if outdoor radio coverage problems are due to inadequate radio Delivered Audio Quality (DAQ) of 3.4, and cannot be resolved without new construction of radio facilities, The County of Sacramento will request a meeting with the SMG to inform them of the findings and discuss a solution to fund any new construction to resolve the issues, if possible to the extent determined appropriate by the County of Sacramento.

16. TERMINATION OF PARTICIPATION FOR CONVENIENCE

AGENCY may terminate its participation in use of the Backbone pursuant to this Agreement for its convenience at any time upon 120 days advance written notice. In the event that participation is terminated, AGENCY shall no longer be entitled to access the Backbone or membership on the SMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and Operation Fee on a prorated basis for the Backbone until such time as AGENCY elects to recommence participation by providing 120 days advance written notice of its election. Any such recommencement of participation shall be effective as of July 1st next following the expiration of the 120 day notice period, and will require a new licensing agreement.

17. CANCELLATION FOR BREACH

Should either party fail to substantially perform its obligations in accordance with the Agreement provisions, the other party shall thereupon have the right to serve upon the breaching party a written notice of breach and requirement to cure. The notice shall advise the other party of the nature of the breach and provide a reasonable opportunity to cure.

Such opportunity shall provide a minimum of 30 days (seven days in the case of non-payment of money) following the date of service in which to cure the default, or, if the default is of such a nature that it cannot reasonably be cured within 30 days, to provide a plan for curing and to commence the cure and diligently prosecute it to completion.

If the breaching party fails to cure within the period specified, the other party may serve upon the breaching party written notice of cancellation specifying the reasons therefore and the date of cancellation, which shall not be sooner than 30 days following the date the notice is served.

If AGENCY cancels for breach and it is subsequently determined that County of Sacramento did not fail to substantially perform its obligations in accordance with the Agreement, then cancellation for breach by AGENCY shall be deemed and treated as termination of participation for convenience.

The parties agree that the rights granted under this Agreement for use of the System are unique, and in the event of a breach of the Agreement by either party, the remedy of cancellation may be inadequate. Therefore, in the event of a material breach by either party, the other party shall be entitled to the remedy of specific performance and any other remedy available at law or in equity.

18. REMEDIES OF COUNTY OF SACRAMENTO UPON TERMINATION OR BREACH

- 1) In the event of termination by AGENCY of participation for convenience, County of Sacramento shall continue to bill AGENCY for all radios that continue to operate on the Backbone, and AGENCY shall be obligated to continue to pay such billings in the same time and manner as had there been no termination.
- 2) In the event of the failure of AGENCY to make any payment required herein when due, County of Sacramento may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County of Sacramento may bring an action, or actions, from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County of Sacramento from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.
- 3) If AGENCY has terminated participation in accordance with Article 16, the County of Sacramento shall be free to contract for and license the use of any capacity previously used by and any frequencies pooled by AGENCY pursuant to the provisions of this Agreement, which are not taken by AGENCY upon termination of participation. Any right of AGENCY to revoke the termination and rejoin the system shall be subject to availability of capacity and frequencies at the time of re-application.
- 4) If this Agreement is terminated for any reason, there shall be no refund to AGENCY of any Buy-in Fee paid by AGENCY.

19. INDEMNIFICATION

To the extent permitted by law, each party hereto agrees to defend, indemnify, protect, save and keep harmless the other party and its respective governing board, directors, officers, employees, authorized agents and volunteers, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its directors, officers or employees or its successors and assigns by reason of damage, loss

or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

(i) any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the indemnifying party or any of its governing board, directors, officers, authorized agents and volunteers, or employees in its or their performance hereunder; or;

(ii) violation by the indemnifying party or any of its governing board, directors, Officers, authorized agents and volunteers, or employees of any applicable federal, state or local laws and ordinances, and any and all lawful orders, rules and regulations issued by any authority with jurisdiction over the System.

It is the intent of the parties that, where the negligent or intentional acts or omissions of the parties, their respective boards, directors, officers, authorized agents and volunteers, or employees are determined to have been contributory, the principals of comparative negligence as applied and followed and each party shall bear the proportionate cost attributable to its own negligent or intentional acts or omissions.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions, or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

County of Sacramento's indemnification costs shall not be subject to recoupment as a Backbone operating cost.

20. INSURANCE or SELF-INSURANCE

Each party (COUNTY & AGENCY), at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability and workers compensation adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

21. RELATIONSHIP BETWEEN THE PARTIES

Nothing herein shall be construed to create, nor do the County of Sacramento or AGENCY intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. It is expressly contemplated by the parties that the County of Sacramento will execute with each of the Participants an agreement essentially the same as this agreement and that those agreements and this Agreement will be considered together and will form the legal framework for the System. Any amendment to this form Agreement between County of Sacramento and any Participant for the benefit of a Participant shall first be approved by the SMG and shall be offered to all other Participants.

22. ASSIGNMENT - SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, nor any right, duty, or obligation provided herein, without the express written consent of the other party. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement but shall not inure to the benefit of any third party or person. (remove comma)

23. MAINTENANCE OF RECORDS

The County of Sacramento shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. The County of Sacramento shall also maintain for a period of three years the financial information and data used by County of Sacramento in the preparation or support of the proposed or actual costs under the Agreement.

24. AUDIT

The County of Sacramento agrees to permit AGENCY, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this Agreement at any reasonable time during the term of this Agreement. The County of Sacramento shall have the right to inspect and audit at any reasonable time the books, records and facilities of AGENCY relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

25. NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be written and given by delivery service company, personal service or by regular U.S. mail addressed as follows:

TO AGENCY: Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway
Sacramento, CA 95827

TO COUNTY OF SACRAMENTO:
SRRCS System Manager
Department of Technology
County of Sacramento
799 G Street
Sacramento CA 95814

Notice shall be effective upon receipt if personally served or delivered by delivery service company, and three days after mailing if served by regular mail. Any party who desires to change its address for notice may do so by giving notice as set forth herein.

26. GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Sacramento County, California.

27. NONWAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

28. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

29. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same

instrument. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic or digital signature and will be binding on each party as if it were physically executed.

30. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

31. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in effect.

32. SURVIVORSHIP

Any responsibility for insurance or indemnity with respect to services provided under this Agreement shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

33. MEDIATION

In the event of a dispute between the parties arising under the terms of this Agreement, the parties shall submit their dispute to the SMG for review prior to initiating any legal proceedings. The SMG shall hold a hearing at which each party shall be entitled to present its case. The determination of the SMG regarding the merits of the claim and its proposed resolution shall be non-binding. Each party shall be responsible for their own costs of mediation.

34. ARBITRATION

If, at any time, there occurs a controversy or dispute regarding the rights, duties and obligations of the parties concerning any provision set forth in this entire Agreement, excluding a dispute over the payment of money due under Article 18 (2), such controversy or dispute if not resolved by non-binding dispute resolution shall be conclusively determined by arbitration as follows:

- A. Within 10 days after notice by any party to the other requesting arbitration, one arbitrator shall be appointed for each party by that party. Notice of such appointment when made shall be given by that party to the other.

- B. The two arbitrators shall forthwith choose a third arbitrator after appointment of the second to act with them. If either party fails to appoint an arbitrator or if the two arbitrators shall fail to choose a third arbitrator within twenty (20) days of the appointment of the second, upon application of either party, an arbitrator or the third arbitrator shall then be promptly appointed by the then presiding judge of the Superior court of the State of California in and for the County of Sacramento acting in his or her individual capacity.
- C. Except as provided herein to the contrary, the arbitration shall be in conformity with and subject to sections 1280 through 1294.4 of the Code of Civil Procedure of California.
- D. The arbitrators shall conduct hearings in the City of Sacramento, State of California. The arbitrators shall proceed with due dispatch and shall, if reasonably possible, make a decision within sixty days after the appointment of third arbitrator. The decision of any two of three arbitrators shall be binding, final and conclusive on the parties. Such decision shall be in writing and delivered to the parties in such form that a judgment may be entered in any court of the State of California having jurisdiction thereof.
- E. Each party shall pay all costs of the arbitrator appointed by that party. All other costs of the arbitration shall be shared equally.

The arbitrators appointed pursuant to this provision shall be independent and knowledgeable in radio communication matters as well as the subject matter of the dispute or controversy. It is agreed that the decision of the arbitrators may include equitable remedies, as the arbitrators may deem appropriate. In the event of emergency or other circumstances, which require a decision of the arbitrators sooner than the above timetable will permit, the arbitrators shall meet and confer immediately upon appointment and establish a timetable to complete the arbitration and render a decision on a timely basis as required by the circumstances

35. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

36. INTEGRATION

This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

37. AMENDMENTS

This agreement may be modified by presentation of the proposed changes and affirmative majority vote of the SMG. All amendments must be written and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

COUNTY OF SACRAMENTO
a Political Subdivision of
the State of California

SACRAMENTO REGIONAL FIRE/EMS
COMMUNICATIONS CENTER

By: _____
Chief Information Officer

By: _____
Executive Director

Approved as to Form

Approved as to Form

By: _____
Supervising Deputy County Counsel

By: _____
Legal Counsel

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 1

*Sacramento Regional Fire/EMS Communications Center is a continuing participant of
SRRCS and there is no Buy-In Fee.*

~~Schedule of Intended Radio Acquisitions~~

~~APPLICANT AGENCY: _____ Sacramento Regional Fire/EMS Communications Center~~

~~Number of Operational Radios: _____~~

~~Buy In Fee: _____ # radios x \$rate per radio = \$fee~~

~~Rate per radio effective for date is \$x~~

~~Pro-rated Annual Backbone Maintenance and Operations Fee and Fee for Enhancements shall be
based on the following:~~

~~_____ Per radio fee for FY _____ = \$~~

~~_____ Effective (insert start date) Pro-rated rate is \$XX.XX~~

~~All Fees are payable within 30 days of execution of this Agreement.~~

**SACRAMENTO REGIONAL RADIO COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

ATTACHMENT 2

Current SRRCS Participants

Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
California Department of Corrections and Rehabilitation
California Department of Transportation (Caltrans)
City of Davis including Davis Police and Fire
City of Citrus Heights including the Police and other City departments
City of Folsom including the Police and other City departments
City of Elk Grove including the Police and other City departments
City of Galt including the Police and other City departments
City of Rancho Cordova including other City departments
City of Sacramento including the Police, Fire, and other City departments
City of West Sacramento including the Police, Fire, and other City departments
County of Sacramento including the Sacramento Sheriff's Department, the Department of Airports, the Coroner, the District Attorney, and other County departments
Elk Grove Unified School District
Elk Grove Water Service
Fulton-El Camino Park District Police Department
Los Rios Community College District
Sacramento Regional Fire/EMS Communications Center including Cosumnes River Community Services District Fire Department, Courtland Fire Protection District, Folsom Fire Department, Herald Fire Protection District, Sacramento City Fire Department, Sacramento Metropolitan Fire District, Walnut Grove Fire Protection District, Wilton Fire Protection District, and the hospital's within the regional area
Rancho Murieta Community Services District
Sacramento Regional Transit District
Sacramento Transportation Authority
Twin Rivers Unified School District Police Services
UC Davis including Police, Fire Campus and Hospital
Washington Unified School District

ATTACHMENT 3

TalkGroup Etiquette

Primary Point of Contact	Secondary Point of Contact
Name: Chuck Schuler	Name: Diane House
Address: 10230 Systems Parkway City, State, Zip: Sacramento, CA 95827 Office Telephone: 916-228-3070 Cell Phone: 916-591-0380	Address: 10230 Systems Parkway City, State, Zip: Sacramento, CA 95827 Office Telephone: 916-228-3070 Cell Phone: 916-517-2396
Email: cschuler@srfecc.ca.gov	Email: dhouse@srfecc.ca.gov

We, SRFECC agree to the following terms as primary members of SRRCS:
Agency Name

- The Emergency button on our radios will be disabled unless the Agency has their own dispatch center or are specifically contracted by a dispatch center to operate on their talkgroup and use the Emergency button. In the future, if our Agency's needs change regarding the emergency button, we will bring the matter to TAC for discussion and coordination. All Secondary User requests to activate the emergency buttons on their radios must be approved by the SMG.
- We will primarily and routinely utilize only our assigned talkgroups.
- The non-emergency use of another agency's talkgroup requires a pre-arranged operational plan or contract with the talkgroup's owner.
- The points of contact above are knowledgeable; and have the means to immediately resolve issues pertaining to using the SRRCS radio system.
- We will provide training to all of our staff utilizing the SRRCS radio system regarding proper talkgroup protocols as outlined herein, and any changes hereto.
- Our agency understands and agrees to notify, when possible, the appropriate SRRCS dispatch center prior to conducting operations in their area that may have a potential of requiring emergency support.
- Our agency understands and agrees to respond to dispatcher inquiries regarding "Accidental Key-ups". The appropriate response to these inquiries will be similar to "our agency's name XXX accidental".
- In the case of life-threatening events, i.e. "shots fired", "one at gun-point", "physical", etc., we understand, and agree that SRRCS dispatchers may not be aware of our location, and they will require our staff to include any additional information needed to provide them with assistance.



Sacramento Regional Fire/EMS Communications Center

*10230 Systems Parkway, Sacramento, CA 95827-3006
(916) 228-3058 – Fax (916) 228-3079*

Resolution #3-20 Resolution to Adopt Final Budget FY 2020/2021

A Resolution Summarizing Expenditures and Revenues and Adopting a Final Budget for Sacramento Regional Fire/EMS Communications Center, for the Calendar Year Beginning on the First Day of July, 2020, and Ending on the Last Day of June, 2021

Whereas, The Sacramento Regional Fire/EMS Communications Center Governing Board has appointed the Executive Director to prepare and submit a final budget to said governing body at the proper time; and

Whereas, the Executive Director has submitted a final budget to this governing body on July 14, 2020, for its consideration, and;

Whereas, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so the budget remains in balance, as required by law.

Now therefore, be it resolved, that the Governing Board of the Sacramento Regional Fire/EMS Communications Center adopts the Final Budget, FY 20/21 as described in Attachment A.

Passed and adopted by the Governing Board of the Sacramento Regional Fire/EMS Communications Center this 14th day of July, 2020 by the following vote, to wit:

AYES: Sacramento Fire, Sacramento Metropolitan Fire District, Cosumnes Community Services District Fire, Folsom Fire

NOES:

ABSTAIN:

ABSENT:

BY:

ATTEST:

Chris Costamagna, Chairperson

Michael McLaughlin, Vice Chairperson



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

www.srfecc.ca.gov

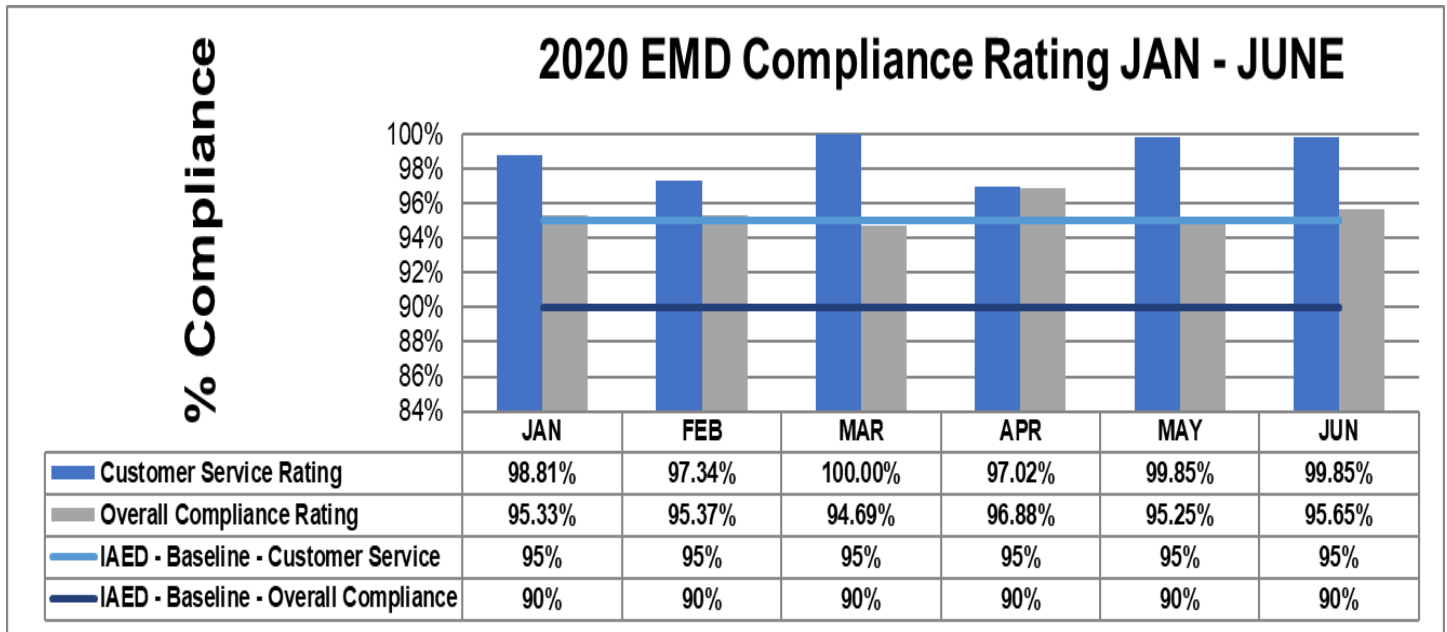
Emergency Medical Dispatching (EMD) Compliance Scores JUNE 2020

Customer Service Score Average (Baseline Requirement of 95%)

- Overall Customer Service Score – JUNE: 99.85

Overall Compliance Score Average (Baseline Requirement of 90%)

- Overall Compliance Score – JUNE: 95.65





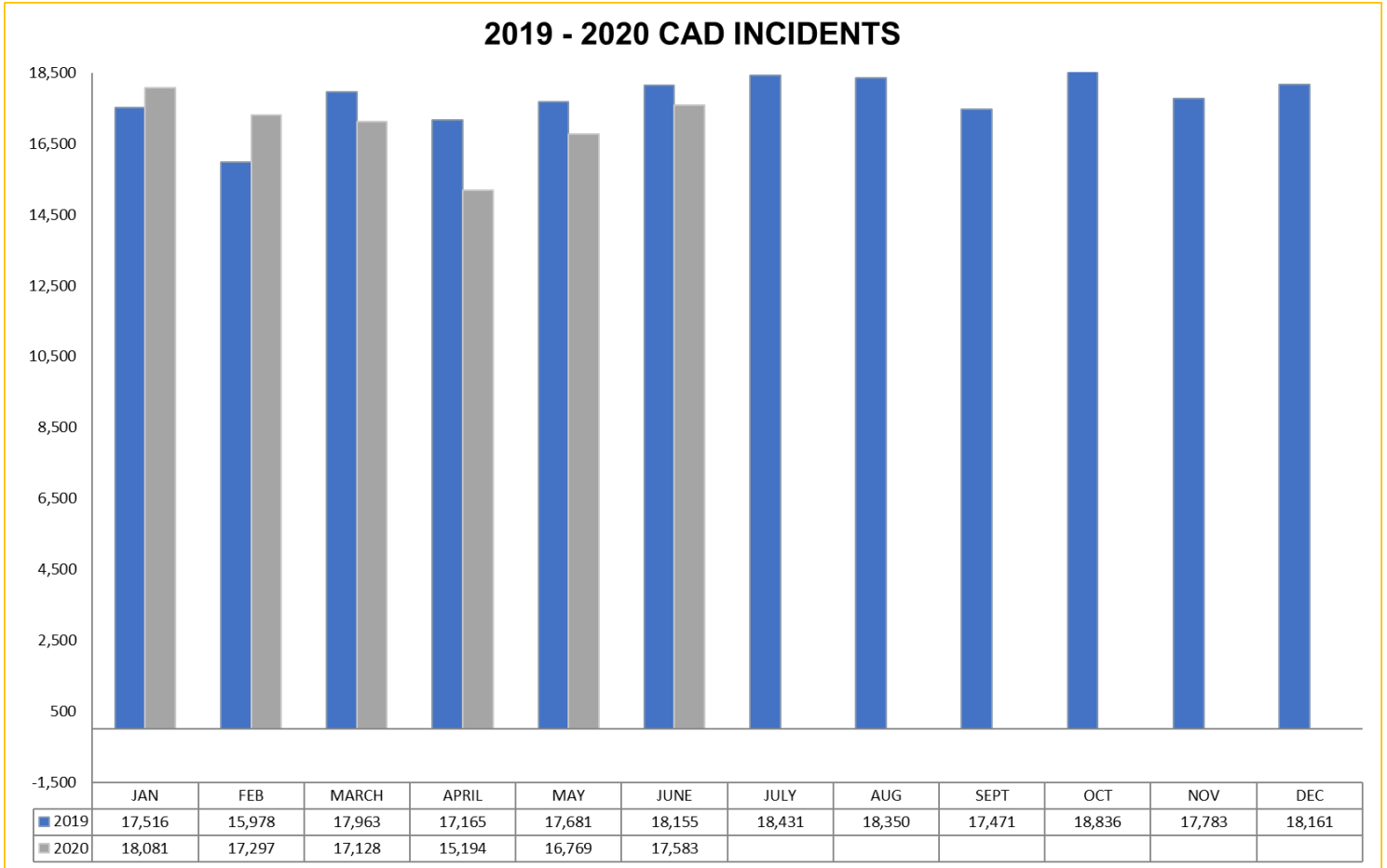
Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

www.srfecc.ca.gov

CAD Incidents June 2020

Total number of CAD incidents entered for JUNE: 17,583





Sacramento Regional Fire/EMS Communications Center

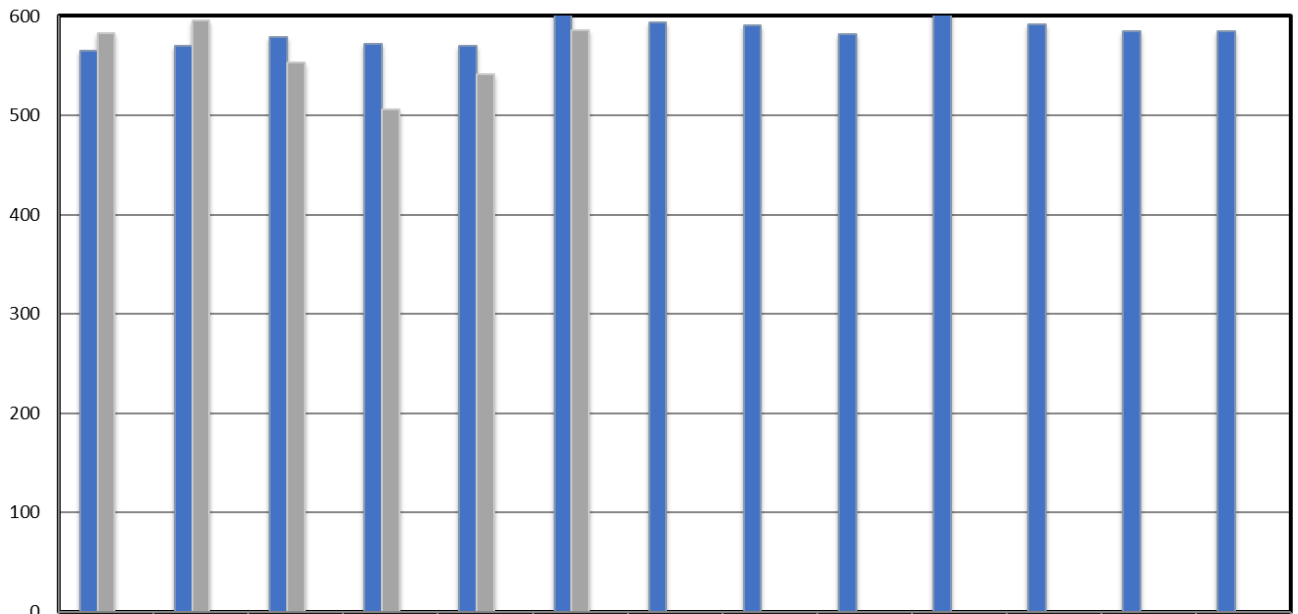
10230 Systems Parkway, Sacramento, CA 95827-3006

www.srfecc.ca.gov

CAD Incidents June 2020

Average number of CAD incidents entered per day for JUNE: 586

Average Number of Incidents Per Day



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEARLY AVERAGE
■ 2019	565	570	579	572	570	605	594	591	582	607	592	585	584
■ 2020	583	596	553	506	541	586							
■ % CHANGE	3.19%	4.56%	-4.49%	-11.54%	-5.09%	-3.14%							



Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3006

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SRFECC Projects Update – July 14, 2020

Project Description	Operations Lead	IT/Admin Lead	Key Dates	Project Update
NG CAD CommandPoint CAD	Tara Poirier	Brad Dorsett	Fit Gap In Progress	Fit Gap In Progress
WestNet	Roman Kukharets	Brad Dorsett Chuck Schuler	Phase 2 In Progress	NG and Westnet enhancements installed. Training complete Testing continues. July cutover planned.
NG FitGap	Tara Poirier Casey Quintard Summer Carroll	Brad Dorsett	Fit Gap In Progress	Fit Gap In Progress
NG CommandPoint Hardware	Tara Poirier	Brad Dorsett	Q1 2021	Pending FitGap results
KVM Switches		Brad Dorsett	Q1 2021	Pending FitGap results
Electrical Circuit Tracing		Jen Curtiss	Q3 2020	Mission Critical onsite 06/30 & 07/01 performing circuit tracing/indentification. Report pending
Kronos Upgrade - TeleStaff	Marissa Shmatovich	Cierra Lewandowski	Cutover: August 2020	WFR configuration issues created delay.
UPS - Phase 3		Jen Curtiss	Q3 2020	Circuit tracing report pending. Completion of phase 3 will be scheduled prior to NG CP hardware install.
Priority Dispatch - ProQA	Jennifer Curtiss	Brad Dorsett	Q4 2020	Delayed due to COVID -19. Project activities ramping back up.
SOPs - Administration		Shelby Tackett	Q4 2020	
Employee Handbook Update		Marissa Shmatovich	Q3 2020	Final reviews in progress.
Rules and Regulations Update		Marissa Shmatovich	Q3 2020	Review in progress.
JPA Board Policies Review and Update		Marissa Shmatovich	Q4 2020	
Center Policies and Procedure Review and Update		Marissa Shmatovich	Q3 2020	Operations section nearly complete. Review and drafting of other sections in progress.
Inventory Surplus Projects		Shelby Tackett	Q3 2020	Final surplus activities are underway following the CTC move to Admin.
AAR Power Outage		Jen Curtiss	Q4 2020	Updated report in progress - delayed due to COVID-19.
P25 Radio Programming and Training	Roman Kukharets	Chuck Schuler	Q3 2020	Radio Failure Plan in progress - will include CTAC2 and CTAC3 repeaters. Analog radio system shut down 06/01/2020. All local fire agencies have migrated to P25. Some agencies still working on audio or transition issues.
NG 911		Diane House	Q3 2020	Site visit took place 05/14 - power install to be scheduled.
Update Financial Policies - AP, Procurement, Travel, and Expenses		Marissa Shmatovich Chia Vargo Cierra Lewandowski	Q3 2020	In progress.
AT&T / Intrado 6 new phone positions		Chuck Schuler	Q3 2020	June 2020 positions installed and operational. Pending NICE integration
NICE expansion/upgrade		Chuck Schuler	Q3 2020	Expansion request for 6 new workstations, upgrade may be required

Janitorial Services Contract

THIS AGREEMENT made effective the FIRST day of JULY 2020 (SERVICE CONTRACT)

BETWEEN:

SACRAMENTO REGIONAL FIRE/EMS TRAINING FACILITY and OLVERA CLEANING SERVICE

- A. The Company requires cleaning services as set out in Schedule A, for a commercial office building described as SACRAMENTO REGIONAL FIRE/EMS TRAINING FACILITY located at 10230 SYSTEMS PARKWAY, SACRAMENTO CA 95827.
- B. The Contractor wishes to provide the Services for the Building, on the terms and conditions hereafter set out.

NOW THEREFORE the parties hereto agree as follows:


1. The Contractor shall provide the Services in a proper and skillful manner and to a professional standard as described in detailed in the attached Schedule "A", which is incorporated herein by reference. The Contractor shall provide all labor and cleaning equipment to complete the Services as described in detailed in the attached Schedule "A", which is incorporated herein by reference. The Company shall supply all paper products, trash liners, cleaning chemicals and light bulbs of a size and wattage appropriate for the light fixtures located in the Building.
2. The Company shall provide the Contractor with such offices, storage facilities with proper locks, and staging area for the performance of duties as may be mutually agreed upon between the parties. The Company shall also provide adequate trash disposal container.
3. The Company shall pay the contractor the sum of Three Thousand Dollars (\$3000.00) per month for the provision of the Services. The Contractor shall invoice The Company at the start of each month, and The Company shall remit payment 15 days of receipt of the Contractor's invoice.

4. The Contract shall commence on the [1st] day of [July], [2020] and shall terminate on the [30th] day of [June], [2021]. The Company has the sole discretion to determine whether the Contract shall be renewed for a further term and it should be done in writing. The Company will give the Contractor a 30-day period before the end of the contract to begin negotiations for Contract Renewal, starting on the [30th] of [May]. [2021].
5. The Contractor shall be responsible for complying with all applicable regulatory bodies in the performance of the Services, including compliance with Workers' Compensation requirements and payment of any and all income taxes and other employer/employee deductions.
6. The Contractor shall be fully bonded and insured and shall maintain such insurance against any risks which may be incurred in the performance of the Services. The Contractor shall supply the Company, upon request, with copies of the insurance policies and documentation.
7. The Contractor represents that it is fully licensed, certified and trained.
8. The Company may from time to time request additions or changes to the Services. Such changes or additions must be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the additions and/or changes and shall state the additional cost or cost reduction, and any schedule changes. Verbal change orders shall be of no effect, except in cases of an emergency which threatens personal injury or property damage.

In witness to their agreement to these items, the client and contractor affix their signatures below:

 6/24/20

Client Signature, Date

 6/25/20

Contractor Signature, Date

TYLER WAGAMAN / EXECUTIVE DIRECTOR

Client Printed Name

OLIVERA Cleaning Service
Miguel A. Olvera

Contractor Business Name

10230 SYSTEMS PARKWAY SACRAMENTO, 95827-3006

Client Street Address, City, State, Zip Code

10230 SYSTEMS PARKWAY

Contractor Business Address, City, State, Zip Code
Sacramento CA 95827

Schedule A

Sacramento Regional Fire/EMS Training Facility

10230 Systems Parkway

Sacramento, CA 95827

6-Day Service Monday to Saturday

AREAS TO BE MAINTAINED YEARLY	DAILY	WEEKLY	MONTHLY		
Entrance ways, lobbies and hallways	x				
Waiting Areas	x				
Reception Area	X				
Workstation/Cubicles/Offices	X				
Conference Rooms	X				
Break Room	X				
Restrooms	X				
Dispatch Area	X				
Trailer resting area	X				
General Cleaning	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	YEARLY
Wipe clean and disinfect open Horizontal Surface	X				
Empty wastebaskets and install liners, Empty recycle bins	X				
Place Wastepaper in disposal area	X				
Clean and sanitize door knobs and Switch plates	X				
Spot clean wall, doors, and partitions			X		
Disinfect telephones			X		
High dusting, remove cobwebs			X		
Wipe down window sill and baseboards			X		
Clean thresholds and door jambs			X		
Dust picture frame			X		
Vacuum and clean air gills				X	
Dust blinds				X	
Floor and Carpet Care					
Sweep and damp mop all tile floor	X				
Vacuum all carpet areas	X				
Spot clean carpet	X				
Carpet cleaning					

BREAK ROOM	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	YEARLY
Wipe horizontal surfaces	X				
Wipe down cabinets	X				
Wipe microwaves clean in/out	X				
Wipe exterior refrigerator	X				
Clean and disinfect sink					
RESTROOM					
Spot clean wall, partitions and doors	X				
Clean and sanitize sink	X				
Clean and polish all Chrome fixtures	X				
Clean mirrors	X				
Clean and disinfect toilets and urinals	X				
Remove any limescale from toilets and urinals		X			
Dust ledge and partitions		X			
Spot Clean walls from waist down		X			
Refill all soap and paper product dispensers	X				
Dispose of waste and clean waste receptacles	X				
Mop floors with germicidal	X				
Window Cleaning					
Clean window entrance only	X				
Spot clean glass portions	X				
Clean interior and exterior Windows					
Change light bulbs (as needed)					
Gutter cleaning					
Power washing					
Deep cleaning					1x
Additional Notes:					

NOTE: check janitor request log daily, make sure doors and windows are locked daily.

Products: Sacramento Regional Fire/EMS Communication center will provide all consumables (kitchen trash bags / admin trash liners). Olvera Cleaning Service will provide equipment, vacuums, and chemicals.

ALL services included on proposal power washing, windows exterior and interior.

Gutter cleaning, carpet cleaning, deep cleaning and change light bulbs as needed

TOTAL MONTHLY SERVICE COST: \$3000.00

Chairs are at separate cost, \$10.00 per chair as needed



June 25, 2020

Tyler Wagaman
Sacramento Regional Fire/EMS Communication Center
10230 Systems Parkway
Sacramento, CA 95827

Job Site Location: **Sacramento Regional Fire/EMS Communication Center** – 10230 Systems Parkway, Sacramento, CA 95827

Dear: Tyler

Lawson Mechanical Service Division is pleased to have the opportunity to serve you; we look forward to collaborating with you to make this a successful, well-coordinated project.

SCOPE OF WORK: Server Room AC#1 Unit Replacement

- Coordinate access and schedule
- Remove one (1) existing indoor and 1 (one) outdoor unit.
- Install one (1) 3 Ton Fujitsu outdoor unit, **unit in stock.**
- Install one (1) 3 ton Fujitsu ceiling suspended indoor unit, **unit in stock.**
- Mout indoor unit from ceiling via all thread.
- Disconnect and reconnect existing services; high and low voltage, condensate and control wiring.
- Crane, rigging and proper disposal are included.
- Secure components; test and verify operations
- Secure components; perform start up, test and verify operations
- Clean up site and remove any debris from work area generated by Lawson Mechanical

QUOTATION:

The total price for this agreement including all labor, material and tax will be **\$9,469.00**. This quote is valid for 60 (**Sixty**) days from the date of proposal.

Option #1: One-year maintenance on new unit plus 2-year warranty on labor and material **Adjusted Price \$9,934.00**
Initial to Select Option: *TW*

Option #2: Includes building permits, fees, acquisition and mechanical drawings **Add to base Price \$1,900.00**
Initial to Select Option: *TW*

EXCLUSIONS:

- Overtime labor
- Permits and permit fees
- New wire or breakers
- Electrical disconnects
- Electrical upgrades
- Duct smoke detectors
- HERS testing if required
- Air Balance/3rd Party Air Balance
- All 3rd party testing
- Mechanical engineering, load calculations
- Structural engineering, modifications, or framing
- Asbestos or lead testing or removal
- Painting and patching
- Any and all items not specified

Please let us know if you would like to proceed by approving this proposal and forwarding a copy to Lawson Mechanical at Service@LawsonMechanical.com.

Sincerely,

Sterling Shells
Asset Strategies Manager
M: 916-769-9888
Fax: 916-362-4905

Acceptance:

Title: *EXECUTIVE DIRECTOR*
Approved By: *TYLER WAGAMAN*
Date: *6/26/20*
Purchase Order: *PO PENDING*

Proposal: #Q20-717


Attachment B – Software Services Addendum

Customer Name: Sacramento Regional Fire/EMS Communication Center
 Term of Agreement: 12 Months
 Effective Date: July 31, 2020 Quote Expires On: July 24, 2020
 Tenant ID: SRFEMS

PowerGP Online Subscription

PowerGP Online	Qty	Unit	Extended
PowerGP Online BYOL Edition Limited Web Client Named User Hosting	(3)	\$24.00	(\$72.00)
Total PowerGP Online Monthly Subscription			(\$72.00)

Due on Order	Amount
Discount: Remaining Months on Contract for PowerGP Online BYOL Edition Limited Web Client Named User	(\$720.00)
Remaining Months on Contract for PowerGP Online BYOL Edition Limited Web Client Named User Hosting	\$720.00
Total Due On Order	\$0.00

EXECUTED BY:
Sacramento Regional Fire/EMS Comm
 (Company Name)
 BY: 
 Name: Tyler Wagaman
 Title: Executive Director
 Date: 2020-07-08 14:46:26 (UTC-07:00)

EXECUTED BY:
Njevity, Inc.
 (Company Name)
 BY: Chris Dobkins
 Name: Chris Dobkins
 Title: President / CEO
 Date: 2020-07-09 01:02:30 (UTC-05:00)

PowerGP Online contracts are annual contracts that are paid monthly. At the end of the contract term, this contract will auto-renew for another 12-month term unless notice of termination is provided to Njevity 60 days prior to the end of the term. If you wish to terminate your contract before the end of the term, you may either pay the remaining contract amount in one lump sum or continue making your monthly payments until the contract expires.

At any time during your contract term, you may add new users and new features. However, removing and/or downgrading users and features during the contract term may be treated as early terminations as described above. You may remove and/or downgrade users and features as of your renewal date without penalty if you provide notice of such 60 days prior to the end of the term.