

**SERVICE AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE COUNTY OF
MENDOCINO TO PROVIDE TECHNICAL SERVICES FOR LAKE COUNTY RADIO SYSTEMS**

This Agreement ("Agreement") is made and entered in to this 25 day of October 2017, by and between the County of Lake on behalf of the Lake County Sheriff's Office, herein after referred to as "LCSO," and the County of Mendocino, on behalf of its County Executive Office, Information Services Division, herein after referred to as "Mendocino County," for the purpose of providing technical services for Lake County Radio Systems.

RECITALS

WHEREAS, the LCSO manages and maintains radio equipment and systems which must be updated, repaired, and maintained; and

WHEREAS, Mendocino County has the technical and professional engineering staff available to update, repair, and maintain the radio systems; and

WHEREAS, Mendocino County is professionally qualified to provide such services and is willing to provide same to LCSO; and

WHEREAS, this Service Agreement has been developed to provide a comprehensive package of professional assistance and support to the LCSO.

NOW THEREFORE the parties hereto agree as follows:

1. The County of Lake does hereby retain the County of Mendocino to provide the services described in Exhibit "B", and the County of Mendocino accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	General Terms and Conditions
Exhibit B	Definition of Services
Exhibit C	Estimated standard reimbursable rates
Exhibit D	Insurance Requirements

2. The term of this Agreement shall be from July 1, 2017 through June 30, 2018 and renew every July 1 by mutual agreement between LCSO and Mendocino County.
3. Compensation and Financial Accountability

In consideration for providing the services contained within this agreement, MENDOCINO COUNTY will receive payment according to the rates listed on Attachment C and incorporated herein by this reference.

Within 30 days following each month, MENDOCINO COUNTY shall submit to LCSO an invoice detailing the hours spent performing technical support as specified in this

Agreement for which reimbursement is sought.

Based on the expenses identified in the invoice, LCSO shall remit payment within thirty (30) days following acceptance of cost report/invoice.

MENDOCINO COUNTY and LCSO will exercise due diligence in resolving any questions that may arise in regards to services and/or billings.

LCSO shall not be charged for operational mistakes and errors, unless the errors clearly originated in LCSO.

4. Compensation paid to the County of Mendocino pursuant to this Agreement shall not exceed \$20,000 per fiscal year unless otherwise provided for under a written amendment hereto.
5. Mendocino County has a preferred Certified Contract Tower Crew which will be utilized by Mendocino County to perform necessary tower work in coordination with the radio system maintenance. The Certified Contract Tower Crew will bill the LCSO directly for those services at the same or better rate paid by Mendocino County, provided the LCSO has approved such work and received an estimate of cost and approved said expense.

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

MENDOCINO COUNTY

CEO – Information Services Division

By: 

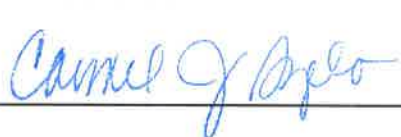
COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:


KATHARINE L. ELLIOTT, County Counsel

INSURANCE REVIEW:

RISK MANAGER

By: 

EXECUTIVE OFFICE REVIEW:

By: 
CARMEL J. ANGELO, Chief Executive Officer

FISCAL REVIEW:

By: 
DEPUTY CEO/FISCAL

COUNTY OF LAKE

Board of Supervisors

Chair, Board of Supervisors

ATTEST: Carol Huchingson
Clerk of the Board

By:

COUNTY COUNSEL:

APPROVED AS TO FORM:



Anita L. Grant, County of Lake

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. MENDOCINO COUNTY does, by this Agreement, agree to perform said work and functions at all times in strict accordance with all applicable federal, state and County laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in the field and that the sole interest of LCSO is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by LCSO.
2. INDEMNIFICATION: To the fullest extent permitted by law, MENDOCINO COUNTY shall hold harmless, defend and indemnify COUNTY OF LAKE, its employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of MENDOCINO COUNTY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. COUNTY OF LAKE may participate in the defense of any such claim without relieving MENDOCINO COUNTY of any obligation hereunder.

To the fullest extent permitted by law, COUNTY OF LAKE shall hold harmless, defend and indemnify MENDOCINO COUNTY, its employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of COUNTY OF LAKE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. MENDOCINO COUNTY may participate in the defense of any such claim without relieving COUNTY OF LAKE of any obligation hereunder.

3. INSURANCE AND BOND: MENDOCINO COUNTY shall at all times during the term of the Agreement with the LCSO maintain in force those insurance policies and bonds as designated in the attached Exhibit D, and will comply with all those requirements as stated therein.
4. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, MENDOCINO COUNTY shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. MENDOCINO COUNTY shall indemnify and hold COUNTY OF LAKE harmless from any and all liability, fines, penalties and consequences from any of MENDOCINO COUNTY's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with MENDOCINO COUNTY's performance of this Agreement, MENDOCINO COUNTY shall immediately notify LCSO by telephone.

MENDOCINO COUNTY shall promptly submit to LCSO a written report, in such form as may be required by LCSO of all accidents which occur in connection with this Agreement. This report must include the following information:

- (1) Name and address of the injured or deceased person(s); if any;
- (2) A detailed description of the accident and whether any of LCSO's equipment, materials, or staff were involved.

- c. MENDOCINO COUNTY further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to LCSO the opportunity to review and inspect such evidence, including the scene of the accident.

5. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to MENDOCINO COUNTY as provided in Exhibit C hereto.
6. TRAVEL EXPENSES: MENDOCINO COUNTY shall be allowed travel expenses as set forth in Exhibit C of this Agreement.
7. CONFLICT OF INTEREST; CONFIDENTIALITY: MENDOCINO COUNTY covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, MENDOCINO COUNTY represents to and agrees with the LCSO that MENDOCINO COUNTY has no present, and will have no future, conflict of interest between providing LCSO services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency).

MENDOCINO COUNTY agrees that any information, whether proprietary or not, made known to, or discovered by it during the performance of, or in connection with this Agreement to LCSO, will be kept confidential and not be disclosed to any other person. MENDOCINO COUNTY agrees to immediately notify LCSO by notices provided in accordance with Paragraph 8 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to LCSO hereunder.

8. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

MENDOCINO COUNTY: MENDOCINO COUNTY EXECUTIVE OFFICE
INFORMATION SERVICES DIVISION
501 Low Gap Road, Room 1440
Ukiah, CA 95482
Attn.: Cody Snider

LCSO: LAKE COUNTY SHERIFF'S OFFICE
PO Box 489
1220 Martin St.
Lakeport, CA 95453
Attn: Administration

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

9. USE OF LCSO PROPERTY: MENDOCINO COUNTY shall not use LCSO property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
10. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: MENDOCINO COUNTY certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, sexual orientation, national origin, ancestry, marital status, political affiliation, physical or mental condition, or medical condition in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
 - a. MENDOCINO COUNTY shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, ancestry, national origin, age, religion, physical disability, mental disability, medical condition, marital status, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. MENDOCINO COUNTY shall, if requested to so do by the LCSO, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation,

national origin, ancestry, age, religion, physical disability, mental disability, medical condition, marital status, Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by LCSO, MENDOCINO COUNTY shall provide the LCSO with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- 11. ADHERENCE TO APPLICABLE DISABILITY LAW: Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
 - 12. HIPAA COMPLIANCE: Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
 - 13. DOCUMENTS AND MATERIALS: MENDOCINO COUNTY shall maintain and make available to LCSO for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 9 of this Agreement. LCSO's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by LCSO), and MENDOCINO COUNTY shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the LCSO's last payment to MENDOCINO COUNTY under this Agreement.
 - 14. TERMINATION: LCSO has and reserves the right to suspend, terminate or abandon the execution of any work by MENDOCINO COUNTY without cause at any time upon giving to MENDOCINO COUNTY prior 30 day written notice.

MENDOCINO COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work for LCSO without cause at any time upon giving to LCSO prior 30 day written notice.
 - 15. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between LCSO and the MENDOCINO COUNTY, relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.
 - 16. HEADINGS: herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
 - 17. ADVERTISING OR PUBLICITY: MENDOCINO COUNTY shall not use the name of LCSO, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of LCSO in each instance.

18. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties. However, matters concerning scope of services which does not affect total compensation may be modified by mutual written consent of LCSO and Mendocino County and be executed by Lake County Sheriff and Mendocino County Information Services Director
19. **ASSURANCE OF PERFORMANCE:** If at any time LCSO believes MENDOCINO COUNTY may not be adequately performing its obligations under this Agreement or that MENDOCINO COUNTY may fail to complete the Services as required by this Agreement, LCSO may request from MENDOCINO COUNTY prompt written assurances of performance and a written plan acceptable to LCSO, to correct the observed deficiencies in MENDOCINO COUNTY's performance. MENDOCINO COUNTY shall provide such written assurances and written plan within ten (10) calendar days of its receipt of LCSO's request and shall thereafter diligently commence and fully perform such written plan. MENDOCINO COUNTY acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
20. **SUBCONTRACTING/ASSIGNMENT:** MENDOCINO COUNTY shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without LCSO's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. MENDOCINO COUNTY shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between MENDOCINO COUNTY and its subcontractors.
21. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 7), shall survive termination or expiration.
22. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
23. **PATENT AND COPYRIGHT INDEMNITY:** MENDOCINO COUNTY represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software services provided to LCSO under this Agreement infringe any patent, copyright or other proprietary right. MENDOCINO COUNTY shall defend, indemnify and hold harmless LCSO of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any MENDOCINO COUNTY Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT B

DEFINITION OF SERVICES

1. MENDOCINO COUNTY will provide technical engineering and labor required for repair, maintenance, and enhancements to LCSO VHF radio systems on a time and materials basis. MENDOCINO COUNTY will invoice LCSO for labor per rates listed on Exhibit C. LCSO will provide all replacement component parts required to complete repairs; MENDOCINO COUNTY will assist in providing vendor info, part numbers, etc. to facilitate obtaining parts/materials.
2. MENDOCINO COUNTY agrees to provide emergency response to any calls for service to the Mission Critical Public Safety LCSO base, remote and repeater sites, within four (4) hours of notification at all times, including nights, weekends and holidays.
3. Exceptions to this response time would be only in cases of extreme weather, road closure, fire, or acts of God causing radio equipment locations or remote radio sites to be inaccessible by vehicle. In the event a remote site or sites are inaccessible to perform service / repairs, MENDOCINO COUNTY will work with LCSO to utilize backup systems as needed until repairs can be completed. All other non-mission critical equipment will be serviced within twenty-four (24) hours of notification of malfunction.
4. MENDOCINO COUNTY warrants that all services performed hereunder shall be of the nature and quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications.
5. MENDOCINO COUNTY shall maintain or cause to be maintained, records of all work performed, separately, for each item of equipment. FCC license(s) held by LCSO shall be kept current with assistance of MENDOCINO COUNTY as needed.
6. MENDOCINO COUNTY agrees to provide fully qualified and trained personnel currently licensed by the Federal Communications Commission or certified industry equivalent that will perform all required services, tests and measurements and maintain required records.
7. MENDOCINO COUNTY further agrees to procure all necessary State and Local license and permits, and to comply with all State and Local laws and regulations in carrying out this contract.
8. MENDOCINO COUNTY does not have vehicle installation staff. There are two local vendors that provide vehicle installations.
9. MENDOCINO COUNTY does not have an on-staff Tower Crew. MENDOCINO COUNTY has a preferred Certified Contract tower crew which MENDOCINO COUNTY can schedule and work with on tower related projects. Contract tower crew would be paid by LCSO directly, provided the LCSO has approved such work and received an estimate of cost and approved said expense. The standard rate for the tower crew is \$200.00 per hour for their two man crew.
10. All portable and mobile radio equipment can be delivered to MENDOCINO COUNTY's principle business site for maintenance (501 Low Gap Road, Suite 1440) or MENDOCINO COUNTY can pick up equipment at LCSO Dispatch at MENDOCINO COUNTY'S convenience. It is recommended LCSO maintain spare portable and mobile radios for expedient field replacement as many modern radios may require factory service for more complicated problems internal to the circuit boards.

11. Mendocino County will make every good faith effort to repair equipment listed, in cases where repair parts are not available MENDOCINO COUNTY will recommend a suitable replacement.

EXHIBIT C

ESTIMATED STANDARD REIMBURSABLE RATES

MENDOCINO COUNTY shall bill LCSO for time associated with services provided under this agreement, based upon the following rate schedule:

MENDOCINO COUNTY INFORMATION SERVICES TECHNICAL SERVICES AND SUPPORT STANDARD RATES		
SUPPORT COSTS*	RATE	UNIT OF COST
Communications Coordinator	\$101.28	Per Hour
Network Systems Analyst	\$75.65 - \$94.71	Per Hour
Information Services Division Manager	\$113.42	Per Hour
Mileage Charges	\$0.535	Per Mile

Please note: Weighted average salary rate is per hour based on the above referenced class specifications. Weighted rates may be modified during the term of this agreement when updates are provided by the County Auditor's Office.

Rates are for standard hours 8am-5pm, service outside normal working hours will be at a rate of 1.5x that standard rate.

Mileage is based on travel from 501 Low Gap, Ukiah and returning to same address.

EXHIBIT D

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve MENDOCINO COUNTY for liability in excess of such coverage, nor shall it preclude LCSO from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

MENDOCINO COUNTY affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and MENDOCINO COUNTY further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. LCSO shall furnish to MENDOCINO COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and MENDOCINO COUNTY shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of MENDOCINO COUNTY's and subcontractors' employees.

MENDOCINO COUNTY shall furnish to LCSO certificates of insurance with Automobile Liability/General Liability Endorsements or documentation of self-insurance evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.