

**AGREEMENT FOR RADIO COMMUNICATION SERVICES
(Contra Costa County)**

THIS Agreement for Radio Communication Services is made and entered into as of the _____ day of _____, 2013, and effective as of December 9, 2013 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Contra Costa County, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties").

RECITALS

City requires the services of technicians experienced in providing radio communication services. County's Department of Information Technology has the necessary experience in providing these services, has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains County to perform, and County agrees to render, those services (the "Services") set forth on Exhibit A attached hereto and incorporated herein by this reference, in accordance with the terms and conditions set forth in this Agreement.

2. Term. Unless earlier terminated, this Agreement will be effective from December 9, 2013 to June 30, 2015.

3. Compensation. The total fee payable for the Services to be performed is a not-to-exceed amount of Twenty Thousand Dollars (\$20,000). County will invoice City once a year for the annual maintenance fee, and on a monthly basis for any City-requested Services performed by County on an hourly rate basis. City will make payment within 30 days after an invoice. No other compensation for the Services will be allowed except as this Agreement may be amended to provide therefor. City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or the Services specified in Exhibit A.

4. Status of County. County will perform the Services as an independent contractor and in pursuit of County's independent calling, and not as an employee of City. County will be under the control of City only as to the results to be accomplished.

5. Indemnification. County will hold harmless, defend and indemnify City and its officers, agents and employees from and against any and all claims, demands, costs or liability including reasonable attorneys' fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the County, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

City will hold harmless, defend and indemnify County and its officers, agents and employees from and against any and all claims, demands, costs or liability including reasonable attorneys' fees arising out of or in any way connected with the performance of

this Agreement, caused in whole or in part by any act or omission of the City, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of County.

6. Insurance. Each Party shall , at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

- A. Commercial General Liability Coverage. With limits of no less than Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.
- B. Automobile Liability Coverage. Covering all vehicles used in the performance of this Agreement proving One Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- C. Compliance with State Workers' Compensation Requirements. Each Party will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. and shall, at all times, upon demand of the other Party's authorized representative or his/her designee, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with California Labor Code.
- D. Other Insurance Provisions. The insurance of each Party will be in force during the life of this Agreement and will not be cancelled without thirty (30) days prior written notice to the other Party by certified mail. City or County (as applicable), its officers, agents and employees will be named as additional insureds on commercial general and automobile liability insurance on the other Party's policy.
- E. Self-Insurance. The Parties may each satisfy its insurance obligations stated above by providing satisfactory evidence that it is self-insured and has sufficient financial resources to meet the insurance obligations stated herein.

7. Compliance With Laws. The Parties will comply with all applicable local, state and federal laws and regulations including, but not limited to, those related to air pollution control and those prohibiting discrimination and harassment; and those related to the payment of prevailing wages.

8. Assignment. Neither Party may assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of the other Party.

9. Termination. City or County may terminate this Agreement at any time after a discussion, and written notice to the other Party. City will pay County's cost for Services completed up to the time of termination, if the Services have been completed in accordance with this Agreement.

10. Choice of Law. This Agreement shall be governed by the laws of the State of California.

11. Authority. The individuals executing this Agreement on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions of this Agreement.

COUNTY:

CITY:

By: _____
David Twa, County Administrator

By: _____
Paul R. Eldredge, City Manager

APPROVED AS TO FORM:
Sharon L. Anderson, County Counsel

ATTEST:

By: _____
Name: _____
Deputy County Counsel

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEES

The County Department of Information Technology will provide yearly maintenance on two City police department base station radio repeaters and its in-band repeater at an annual fee of \$1,800.00 as well as providing any City-requested radio communication services at the rate of \$120 an hour.