

TRANSMITTAL SLIP
Offices of the General Manager and District Counsel

Instruction:

This form should be attached to all documents, except for contracts for services, that require the District Counsel and/or General Manager's signature. Examples include land agreements, MOUs, letter agreements, licenses, etc.

The Assistant General Manager (AGM) of the Originator's division must review and approve the document before it is forwarded to the District Counsel and/or General Manager.

DATE: 5/24/18
ORIGINATOR: PATTY GERSHANECK
PHONE NO: 510 690 6506
PARK/TRAIL: PUBLIC SAFETY
SUBJECT: CONTRA COSTA COUNTY
CONTRACT FOR SERVICES

RESOLUTION NO: 2018-04-077
(If applicable, attach copy)

APPROVED BY AGM: AC05-24-18 (initial)

Check all that applies:

Legal to:

☒ Review
☒ Sign / Approve as to Form

DGM to:

☐ Review
☐ Sign

GM to:

☒ Review
☒ Sign

RECEIVED

MAY 29 2018

Approved By:

Doreen Sparks
East Bay Regional Park District
Deputy General Manager



Debra C. Gandy, Director
Federal Bureau of Investigation

Published by

May 20 2018

GENERAL MANAGER'S OFFICE

MAY 20 2018

RECEIVED

**Agreement for Radio Communications Services
and Radio Equipment Rack Space**

(Contra Costa County)

This Agreement for Radio Communications Services and Radio Equipment Rack Space (this "Agreement") is made and entered into as of January 1, 2018, (the "Effective Date"), by and between East Bay Regional Park District, a special district, ("AGENCY") and Contra Costa County, a political subdivision of the State of California ("COUNTY"), each a "Party" and collectively, the "Parties".

RECITALS

- A. AGENCY requires (1) the services of technicians experienced in providing radio communication services, and (2) space at certain of COUNTY's radio communication facilities for its radio equipment to be housed.
- B. COUNTY's Department of Information Technology has the necessary experience in providing the required radio programming and maintenance services and is willing to provide the services, and is willing to provide space at certain of COUNTY's radio communication facilities for AGENCY's radio equipment to be housed.

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

1. Scope of Work.

- a. AGENCY hereby retains COUNTY to perform, and COUNTY agrees to render those services and provide the radio equipment space at the locations set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services"), in accordance with the terms and conditions set forth in this Agreement.
- b. AGENCY shall provide a single point of contact for COUNTY.

2. Term. This Agreement is effective from the Effective Date and will continue until terminated pursuant to Section 9 (Termination) below.

3. Compensation. The maximum amount payable for the Services to be provided in any calendar year hereunder is One hundred and Twenty-Five Thousand Dollars (\$125,000.00). COUNTY will invoice AGENCY on a monthly basis for any AGENCY-requested Services performed by COUNTY at the hourly rate set forth on Exhibit A attached hereto, as such rate may be adjusted by COUNTY pursuant to the process set forth on Exhibit A. AGENCY will make payment within 30 days of the date of an invoice. No other compensation for the Services will be allowed except as this Agreement may be amended to provide therefor.

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 AGENCY. COUNTY will be under the control of AGENCY only as to the results to be accomplished.

5. Indemnification.

- a. County Indemnity. COUNTY will hold harmless, defend and indemnify AGENCY 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 the AGENCY.
- b. Agency Indemnity. AGENCY will hold harmless, defend and indemnify COUNTY and its officers, agents and employees from and against any and all claims, demand, 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 AGENCY, 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. 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. Automobile liability coverage covering all vehicles used in the performance of this Agreement for at least One Million Dollars (\$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 section 3700, et. seq. and shall at all times, upon demand, furnish proof that Workers' Compensation insurance is being maintained in full force and effect in accordance with California Labor Code.
- D. Other Insurance Provisions. The insurance of each Party will be in force during the term of this Agreement and will not be cancelled without thirty (30) days prior written notice to the other Party by certified mail. AGENCY or COUNTY (as applicable), its officers, agents, and employees will be named as additional insureds on the other Party's commercial general and automobile liability policies.

- 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. AGENCY or COUNTY may terminate this Agreement at any time after a discussion, and upon written notice to the other Party. AGENCY will pay COUNTY's cost for Services completed up to the time of termination.
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.

CONTRA COSTA COUNTY:

By: _____
David Twa, County Administrator

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

By: _____
Name: _____
Deputy County Counsel

East Bay Regional Park District:

By: _____
Name: Robert Doyle
Title: General Manager _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: Rachel Sater
Title: Asst. District Counsel _____

Exhibit A

Scope of Services and Fees

1. Radio Programming and Maintenance Services. Upon AGENCY'S request, the COUNTY Department of Information Technology will provide programming and maintenance services on AGENCY's radios at the rate of \$128.00 per hour, subject to Section 3 (Annual Rate Adjustments (below)).
2. Radio Equipment Rack Space. COUNTY will provide rack space for AGENCY's radio equipment at the following locations at the rate of \$22.30 per each one and three-quarter inches (1 $\frac{3}{4}$ ") of rack space, subject to Section 3 (Annual Rate Adjustments (below)).
 - a. Kregor Peak
 - b. Highland
 - c. Rocky
 - d. Nichol Knob
 - e. Oakley
3. Annual Rate Adjustments. On July 1 of each year COUNTY may adjust the hourly rates it charges AGENCY for radio services and rack space based on its costs to provide the Services, and will notify AGENCY in writing of any change in the hourly rate or rack space rate for subsequent fiscal years (July 1 to June 30), and AGENCY shall either: (i) countersign the COUNTY correspondence indicating agreement with the increased rate set forth therein, or (ii) provide COUNTY with a notice of termination under Section 9 (Termination) of the Agreement.

EAST BAY REGIONAL PARK DISTRICT

RESOLUTION NO.: 2018 – 04 - 077

April 17, 2018

AUTHORIZATION TO CONTINUE AGREEMENT WITH CONTRA COSTA COUNTY
TO SUPPORT AND MAINTAIN THE EAST BAY REGIONAL PARK DISTRICT'S
RADIO COMMUNICATIONS SYSTEM

WHEREAS, the East Bay Regional Park District (Park District) Police Department utilizes Contra Costa County Technical Services and Department of Information Technology for the vault space, repair and maintenance of communications infrastructure; and

WHEREAS, the Park District Board of Directors has previously approved agreements in 1980, 2010 and 2016 to enlist the services of Contra Costa County for this purpose in Board Resolution Nos. 1980-7-198, 2010-5-126 and 2016-12-312; and

WHEREAS, the Park District's Board Operating Guidelines require Board approval for spending greater than \$50,000 with a single vendor; and

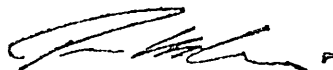
WHEREAS, the Public Safety Department has funds available in its general fund budget for this purpose;

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the East Bay Regional Park District hereby authorizes the General Manager to continue the current agreement with Contra Costa County and approve the spending of up to \$150,000 annually for five years on communications system repair, maintenance and vault rental and support services from budgets available in the Communications Department 101-8130-000-6414/6611/6731; and

BE IT FURTHER RESOLVED, the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary and appropriate to accomplish the intentions of this resolution.

Moved by Director Lane, seconded by Director Corbett, and adopted this 17th day of April, 2018 by the following vote:

FOR: Colin Coffey, Ellen Corbett, Whitney Dotson, Beverly Lane, Dee Rosario,
Dennis Waespi, Ayn Wieskamp.
AGAINST: None.
ABSTAIN: None.
ABSENT: None.



Dennis Waespi, Board President

CERTIFICATION

I, Yolande Barial Knight, Clerk of the Board of Directors of the East Bay Regional Park District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 2018-04-077 adopted by the Board of Directors at a regular meeting held on April 17, 2018

