

**AGREEMENT  
BETWEEN COUNTY OF SAN MATEO  
AND SAN MATEO COUNTY TRANSIT DISTRICT**

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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and the San Mateo County Transit District, hereafter called "DISTRICT".

W I T N E S S E T H:

WHEREAS, District wishes County to provide communications maintenance services through the County's Information Services Department (ISD) and the County is willing to perform such services; and

WHEREAS, the prior agreement between the County and the District dated January 19, 1998 has expired, and the County and District desire to enter into a new agreement setting forth the terms and conditions of the relationship

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits**

The following exhibits are attached hereto and incorporated by reference herein:

- A. Exhibit A—Services.
- B. Exhibit B—Payments and rates.

**2. Services to be performed by County.**

- A. Microwave Network. The County administratively manages and maintains a microwave network pursuant to an agreement with the San Mateo County Emergency Services Council Joint Powers Authority ("ESC JPA") supporting radio communications for various agencies throughout the County of San Mateo. The District has the right to use 30 circuits on the microwave network for the District's radio communications system. The County agrees to maintain and repair those 30 circuits in good working condition and in full compliance with all federal, state, and local laws, regulations, and rules, including all Federal Communications Commission orders. The County shall support the District in requesting additional units from the ESC JPA, if District determines additional units are necessary or desirable.
- B. Services Provided. The services to be provided by the County are described in Exhibit "A". In the event of a conflict between this Agreement and Exhibit "A," the terms and conditions of this Agreement will govern over Exhibit "A".

**3. Payments.**

In consideration of the services provided by County in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to County based on the rates and in the manner specified in Exhibit "B."

The District will pay County the total fixed annual cost in twelve equal payments of Ten Thousand Seven Dollars and Fifty-Eight Cents (\$10,007.58) each. Effective July 1 for each year of this Agreement, County may adjust the total fixed annual cost of the Services based on an increase or decrease in the actual cost of providing the Services.

The County will submit monthly invoices to District describing the Services and replacement parts provided to the District pursuant to this Agreement, and District will pay County invoices within 30 days from the date the invoice is received. If County provides Excess Replacement Parts or Third Party Repairs as defined in Exhibit A (exceeding the aggregate value of \$6,000 per year), the District will pay to County the cost of the pre-approved Excess Replacement Parts or Third Party Repair, without additional mark up. The County will include the Excess Replacement Parts or Third-Party Repair items on the invoice for the month that the additional costs are incurred.

Prior to any increase in the total fixed annual cost, the County must provide the District, with at least 60 days advance written notice and an itemized Maintenance Fee Adjustment schedule. The annual maintenance fees are formulaic and are based on the annual aggregate maintenance costs over the prior year distributed by equipment classifications. The itemized annual maintenance agreement cost increase or decrease is computed based on the number of each equipment type multiplied by the equipment classification cost. Additional variable fees include fluctuation in labor, parts and material costs. All cost increases and decreases must be itemized in the Maintenance Fee Adjustment schedule.

#### **4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this Agreement will be for two years, with three one-year option terms exercisable by the District. The Agreement may be terminated by either party by providing the other party at least sixty (60) days advance written notice.

#### **5. Mutual Hold Harmless.**

- A.** It is agreed that County shall defend, save harmless and indemnify the Transit District, its officers and employees from any and all claims which arise out of the performance of the obligations under the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
- B.** It is agreed that the Transit District shall defend, save harmless, and indemnify the County, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the performance of the obligations under the terms and conditions of this Agreement and which result from the negligent acts or omissions of District, its officers and/or employees.
- C.** In the event of concurrent negligence of the County, its officers and/or employees, and the Transit District, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

The duty of each party to indemnify and save harmless the other as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**6. Insurance**

Neither party shall commence work or be required to commence work under this Agreement unless and until all insurance, self-insurance, or a combination thereof required under this section has been obtained and such insurance has been approved by the other party.

**7. Worker's Compensation and Employer's Liability Insurance.**

Both parties shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. The Employer's Liability Insurance must have a limit of liability of at least One Million Dollars (\$1,000,000). In signing this Agreement, the County and the Transit District certify, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

**8. Liability Insurance.**

Both parties shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from operations under this Agreement, whether such operations be by the party or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- i. Comprehensive General Liability . . . . . \$1,000,000
- ii. Motor Vehicle Liability Insurance . . . . . \$1,000,000
- iii. Professional Liability . . . . . \$1,000,000

**9. Compliance with laws; Payment of Permits/Licenses.**

All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws and regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Both parties will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**10. Non-Discrimination.**

**a. General non-discrimination.** No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

**b. Equal employment opportunity.** Both parties shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

**11. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. No modification, change, or amendment of this Agreement shall be made without the prior written consent of the parties hereto.

**12. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute or legal action concerning this Agreement shall be venued in San Mateo County.

**13. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

If to the District: San Mateo County Transit District  
1250 San Carlos Avenue  
San Carlos, CA 94070-1306  
Attention: Michael Scanlon,  
General Manager/CEO

If to the County: County of San Mateo  
Information Services Department  
590 Hamilton Street, Third Floor  
Redwood City, CA 94063  
Attention: Steve Dupr 

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_  
President, Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**ATTEST:**

Clerk of the Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

San Mateo County Transit District

By: *MJ Scanlon*

**GENERAL MANAGER  
MICHAEL J. SCANLON**

Printed Name

Date: 8/29/06

**ATTEST:**

*Patrick T. Miyaki*

Approved as to Form *Patrick T. Miyaki*

Date: 8/18/06

## Exhibit A

### PREAMBLE

This Service Level Agreement will provide the District with system support for the ACS radio infrastructure. San Mateo County Information Services Department (ISD) will provide services to include labor and up to \$6000 (per fiscal year) for replacement parts or depot repair items related to the routine maintenance or required repairs to the ACS radio infrastructure ("Replacement Parts or Third Party Repairs")

### ACS INFRASTRUCTURE

The District's radio system is comprised of 3 voice channels and 1 data channel. Each channel is configured for simulcast operation from 4 repeater sites. The voice channels include voting receivers at an additional site. There are four dispatch locations: North Base, South Base, Brewster, and CUB.

For the purposes of this SLA, the District's radio system infrastructure is defined as: The radio dispatch equipment (CIE, Gold Elite CPU and Monitor, modems), Hilltop equipment (repeaters, receivers, time standard, power plant, multicouplers, combiners and antennas), prime site equipment (CEB, Comparators, Channel Bank, CSCI, Receiver, GPS), back-up control stations and remote control units at North & South Base.

### INFORMATION SERVICES DEPARTMENT RESPONSIBILITIES

#### Service Responsibilities

San Mateo County Information Services Department (ISD) will provide:

#### Preventive Maintenance Program

Infrastructure will be tested on a semi annual basis. The test will confirm that equipment meets manufacturer specifications and FCC requirements. The equipment will also be physically inspected for any irregularities.

#### Repairs

All labor required to respond to infrastructure equipment / system failures, restore the system to its normal operation and complete repairs to failed equipment as needed.

#### Replacement Parts and Third Party Repair

Replacement Parts and Third Party Repair cost for covered equipment will be provided at cost with no additional markup up to an aggregate value of \$6000 (per fiscal year). Excess Replacement Parts and Third Party Repair costs (costs that exceed the aggregate annual value of \$6000 per fiscal year), will be provided subject to District pre-approval at cost with no additional markup and reimbursed per Section 3 of the Agreement,.

#### Emergency Response

Provide 24 by 7 responses for emergency outages. This would be for failures that create a loss of a critical function with no work around or alternate services available.

#### Technical Interface

Interface with other vendors on radio system related issues (SBC, Dictaphone, IT, Orbital, etc)

#### Infrastructure Documentation

Maintain all infrastructure documentation provided by the District at the time of entering into Agreement. Radio Services will also maintain any additional documentation acquired during the life of the Agreement. All documentation will be returned to the District upon expiration or termination of the Agreement.

#### Exclusions

The repair and replacement equipment that is damaged due to misuse, negligence, or act of God is not covered under this Agreement.

The County, with District concurrence, may make the determination with respect to whether damage is the result of any of the above causes. Upon request of District, the County will repair equipment damaged for the above reasons on a time and materials basis. The County agrees it shall be responsible for any equipment failure caused by the County's negligence.

#### Service Response Standards

In the event of system malfunctions, the County will respond to calls for service. All calls made will be assigned a priority based on the impact of the loss of service. Priority categories, response times, and notification procedures are listed below:

#### Emergency

|   |  |
|---|--|
| <b>RESPONSE:</b>                                    | Initial technician call back: 20 minutes during prime hours (M-F 7:30 AM –5 PM), 30 minutes off hours, holidays and weekends. Onsite response (if needed) within 2 hours |
| <b>NOTIFICATIONS:</b>                               | ISD Radio Services Supervisor, ISD Deputy Director, affected Agency Contact  |
| <b>UPDATE:</b>                                      | Hourly or as scheduled with Agency Contact   |
| <b>EMERGENCY PRIORITY EQUIPMENT / APPLICATIONS:</b> | Complete failure of the system   |

## **Critical**

Complete loss of service to User Dispatch Center, complete loss of a critical application or server that impacts the ability of a department to function with no work around or alternative service available.

**RESPONSE:** Prime hours, M-F 7:30 AM 5 PM within 60 minutes; off hours, holidays and weekends, 2 hours

**NOTIFICATIONS:** ISD Radio Services Supervisor, ISD Communications Deputy Director, ISD Assistant Director, affected Agency Contact

**UPDATE:** Hourly or as scheduled with Agency Contact

**CRITICAL PRIORITY EQUIPMENT / APPLICATIONS:** Complete loss of dispatch capabilities from a site

## **High**

Loss of non-critical application or service, partial loss of service to a location. Application or service is available but in a degraded mode. Work around is feasible or loss of service for a short period of time is acceptable.

**RESPONSE:** Prime hours, M-F 7:30 AM 5 PM within 4 hours; Off hours, holidays and weekends, may be deferred with Agency Contact concurrence

**NOTIFICATIONS:** ISD Radio Services Supervisor, affected Agency Contact

**UPDATE:** Daily

**HIGH PRIORITY EQUIPMENT / APPLICATIONS:** Loss of a redundant network link, switch or a dispatch position

## **Routine**

Request for routine service or minor repair

**RESPONSE:** Equipment will be inspected and repaired or sent to depot repair as required within 3 business days.

**NOTIFICATIONS:** None

**UPDATE:** As required

**ROUTINE EQUIPMENT / APPLICATION** Repair of backup or redundant equipment

### After Hours On-Call Procedures

For after hours call-outs contact the County Dispatch Center at 363-4915 and request the radio on-call technician.



ISD will have on-call personnel available at times other than normal work hours to respond to equipment malfunctions of vital public safety communications systems. In case of concurrent multiple requests, ISD reserves the right to determine the priority in which on-call personnel will respond to requests.

### Optional Services

#### **Description**

ISD Radio Services supports the design installation, maintenance, and repair of wireless systems, low voltage systems, and other communications equipment, which provide County-wide communications capabilities for public safety, EMS and public service agencies. In addition to the services covered in this Agreement, ISD offers the following services;

**Move/Add/Change -** Request for program enhancement or modification, radio add/change/delete, installation of equipment. ISD will reply to a request for new service within five working days to negotiate a date to begin initial coordination and determine cost. The actual start date will be based upon project scope.

**Mobile & Portable Radio Repair-** Repair and maintenance service for mobile and portable radio equipment is available. Units in need of repair should be brought to the Radio Services Facility at 501 Winslow Street, Redwood City. Normal work hours are (7:30 a.m.-4:30 p.m.). Vehicle repairs should be scheduled by appointment by calling 363-4442. Alternate service arrangements may be negotiated on a case-by-case basis by contacting the Radio Services supervisor.

### **CUSTOMER RESPONSIBILITIES**

District agrees to:

Timely pay service charges as required.

Notify the ISD Radio Shop, 363-4442, when equipment needs repair.

Provide ISD (prior to the commencement of the agreement) with the make, model and serial number of the communication equipment to be included in this maintenance contract.

Notify ISD, in writing, of additions or deletions of communications equipment under maintenance. Additions and deletions from service will be effective as of the date Radio Services is notified and not in arrears or backdated.

### Maintenance Fee

**The fees are outlined in Exhibit "B" below.**

All charges will be billed to the District's predetermined account/PO# on a monthly basis. The payment is due within thirty (30) days of receipt of invoice.

### Maintenance Fee Adjustments

The fee for Services identified on "Exhibit B" will be adjusted annually for the life of this Agreement.

## Exhibit "B"

**Agency: SAM TRANS**

### Rate Schedule

The table below identifies specific equipment and services to be covered under the maintenance agreement

| Equipment / Service               | Units | Monthly Rate | Annual Rate | Ext. Annual    |
|-----------------------------------|-------|--------------|-------------|----------------|
| Alarm System                      |       | TBD          |             |                |
| Audio Amplifier                   |       | 25.00        | 300.00      | 0              |
| Audio System (Various)            |       | TBD          |             |                |
| Ante                              | 7     | 22.00        | 264.00      | 1,848          |
| Audio Brg/Line/Amp/Dist.          | 4     | 103.00       | 1236.00     | 4,944          |
| Audio Monitor                     |       | 15.50        | 186.00      | 0              |
| Base Station                      | 3     | 26.00        | 312.00      | 936            |
| Battery Charger (batts not icld.) | 6     | 18.00        | 216.00      | 1,296          |
| CCTV Camera                       |       | TBD          |             | 0              |
| Combiner                          |       | 7.00         | 84.00       | 0              |
| Comparator                        | 3     | 26.00        | 312.00      | 936            |
| Console, Radio                    | 4     | 309.00       | 3708.00     | 14,832         |
| Encoder                           |       | 7.00         | 84.00       | 0              |
| Intercom                          |       | 25.00        | 300.00      | 0              |
| Microwave Mux. DS0                | 30    | 77.00        | 924.00      | 27,720         |
| Microwave Telephone Ext.          |       | 77.00        | 924.00      | 0              |
| Mobile                            |       | 18.00        | 216.00      | 0              |
| modems                            |       | 8.00         | 96.00       | 0              |
| Portable                          |       | 20.00        | 240.00      | 0              |
| Receiver, Alert                   |       | 12.00        | 144.00      | 0              |
| Receiver, Monitor                 |       | 10.00        | 120.00      | 0              |
| Receiver, Voting                  | 3     | 21.00        | 252.00      | 756            |
| Remote Control, Radio             | 5     | 26.00        | 312.00      | 1,560          |
| Repeater                          | 16    | 36.00        | 432.00      | 6,912          |
| Simulcasting                      | 4     |              | 4992.00     | 19,968         |
| T1                                | 2     | 462.00       | 5520.00     | 11,040         |
| Trunked Radio Mobile              |       | 41.00        | 492.00      | 0              |
| Trunked Portable                  |       | 41.00        | 492.00      | 0              |
| Trunked Control Point             |       | 41.00        | 492.00      | 0              |
| UPS                               |       | TBD          |             | 0              |
| Video Amp/Distribution            |       | TBD          |             | 0              |
| Video System                      |       | TBD          |             | 0              |
| Site                              |       |              |             | 0              |
| Lease lines                       | 2     | 15.00        | 180.00      | 360            |
| Sub Total                         |       |              |             | 93,108         |
| Admin                             |       |              |             | 4,655          |
| Depot Repair                      |       |              |             | 6,000          |
| On-call                           |       |              |             | 12,168         |
| Semi Annual Equip PM              |       |              |             | 4,160          |
| <b>Total Annual Cost</b>          |       |              |             | <b>120,091</b> |

Excluding any additional repair or requested services.