

**AGREEMENT FOR NGEN SERVICES AND GOVERNANCE**

This Agreement for Next Generation Radio System (NGEN) Services and Governance “Agreement” agreement is made and entered into as of the date of last signature, by and between the County of Monterey, a political subdivision of the State of California (“County”) and the following Cities, Fire Districts, and other organizations: Big Sur Fire, City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Gonzales, City of Greenfield, City of King, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, City of Soledad, California State University Monterey Bay, Mid Coast Fire Brigade, Monterey Peninsula Airport District, Monterey County Regional Fire District, and North County Fire Protection District. County and these Cities, Fire Districts and other organizations are collectively referred to herein as “Parties”. ~~(County, and these entities are, collectively, the “Parties”);~~

**Commented [PS1]:** Suggested by City of Carmel-by-the-Sea and City of Pacific Grove. ITD recommends accepting this change.

**RECITALS**

**Whereas,** the Parties desire to maintain equipment and personnel for response to fire, law enforcement, emergency medical services (EMS) and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

**Commented [PS2]:** Suggested by Emergency Medical Services. ITD recommends accepting this change.

**Whereas,** the Parties desire to augment the fire protection, law enforcement and emergency medical service capabilities available in their respective jurisdictions by entering into this Agreement; and

**Whereas,** the Parties desire to participate in a county-wide NGEN Radio System, hereinafter “System”, as established in this Agreement. The System consists of all necessary communications equipment, sites, and other related services and technology for law enforcement, fire, emergency medical, and other services agencies and is further defined in Exhibit A, to this Agreement; and

**Whereas,** the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and Agencies of the System to achieve clear policy direction and consistent coordination regarding a county-wide public safety radio

communications system; and

**Whereas**, the Parties desire to enter into this Agreement whereby the County will own and operate the System for the benefit of the Parties, and

**Whereas**, the Parties desire to work in partnership to provide direction and decision-making on items such as operations, budget, strategy, and vision as they pertain to the County’s provision of a county-wide public safety radio communications system; and

**Whereas**, the County, through its Department of Information Technology and under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

A. Agency: A public agency, or other authorized user organization, including, but not limited to, a general government agency (local, state, or federal), its authorized employees and personnel (paid or volunteer), participating in and using the System under this Agreement. The Parties understand and agree that each Party may have one or more Agencies of public safety radio communications services pursuant to this ~~Agreement~~.

**Commented [PS3]:** Suggested by City of Carmel-by-the-Sea and City of Pacific Grove. ITD recommends accepting this change.

B. Agreement: This Agreement that establishes NGEN and sets 1) the terms and conditions by which the system will be governed, managed, operated and 2) modified by the Parties signing the Agreement and 3) which sets forth the terms and conditions under which the System provides services to the agencies and 4) the agency’s responsibilities while operating on the System.

C. Capital Fee: Charges to fund capital replacement, upgrades, and system enhancements. This fee will be based on the NGEN Capital Budget.

D. Cost Allocation: The methodology used to apply the True-up process to agency specific billing. The cost allocation methodology is defined in Section 13 of this ~~agreement~~~~Agreement~~.

**Commented [PS4]:** Suggested by City of Carmel-by-the-Sea and City of Pacific Grove. ITD recommends accepting this change.

- E. County: Monterey County, which has multiple roles relevant to the System and the Agreement: These include, administration, budget and finance, provider of services, and recipient of services.
- F. County Board of Supervisors: The Board of Supervisors for Monterey County, pursuant to Government Code section 25000, is the governing body for Monterey County. It has final authority regarding all aspects of the System, including budget, for delivery of countywide public safety radio communications services.
- G. Emergency Communications Department (ECD): A Monterey County department that provides dispatch and call-taking services through the 9-1-1 Services Agreement; manages agency billing of NGEN Operation & Maintenance (O&M) fees, debt service fees and funds disbursement from the NGEN Debt Service Fund and the O&M Fund.
- H. Fiscal Year (FY): A "Fiscal Year" is defined as the Fiscal Year for the County of Monterey from July 1 of each year through June 30 of the following year.
- I. Information Technology Department (ITD): A Monterey County department that provides, maintains, and operates information technology and communications services to County of Monterey.
- J. Monterey County Interoperability Committee: Tasked with providing recommendations to the NGEN Boards regarding governance, operational protocol, technical solutions, and the training needed to implement the Tactical Interoperable Communications Plan (TICP). The NGEN Boards, through the Monterey County Interoperability Coordinator, or their designee, shall coordinate all governance for the development and implementation of this TICP. Membership includes representatives from Member Agencies who participate in meetings, working groups, planning, training, and implementation as necessary.
- K. Monterey County Interoperability Coordinator: Coordinates with the NGEN Boards as applicable to establish the Monterey County Interoperability Committee and any necessary working groups, adopt solutions and plans for

interoperability, establish training requirements in support of the Tactical Interoperable Communications Plan (TICP), and execute necessary Memoranda of Understanding and Share Agreements for interoperable communications.

L. Monterey County Operational Area (MCOA): The MCOA covers 3,771 square miles with a population of over 415,000. The MCOA stretches from Watsonville in the north to Parkfield in the South, including the Salinas Valley, the Big Sur coastline, and the Monterey Peninsula and is contiguous with the boundaries of the County.

M. New Party: An agency that intends to enter into an Agreement with the Parties and that has not paid either a buy-in fee, or the debt service fee used to construct the System.

N. NGEN Boards: The NGEN Boards are the NGEN Executive Board, and the NGEN Operations Board whose responsibilities are specified in this Agreement.

O. NGEN Executive Board: The NGEN Executive Board is comprised of certain executives of the Parties and represents the Parties as specified in this Agreement.

P. NGEN Operations Board: The NGEN Operations Board is comprised of certain Executive Directors and/or Chiefs of the law enforcement and fire protection agencies receiving services as specified in this Agreement.

Q. Office of Emergency Services (OES): A subdivision of the Monterey County Administrative Office. OES coordinates emergency preparedness, response and recovery functions and responsibilities. As part of its planning responsibilities, OES is the lead entity for the development and maintenance of the Tactical Interoperability Communications Plan. The Deputy Director of Emergency Services is responsible for day to day administrative and operational activities of OES and acts as the Monterey County Interoperability Coordinator.

R. Operations and Maintenance (O&M): The functions, duties and labor

associated with the daily operations and normal repairs, replacement of parts and structural components, and other activities needed to preserve the System so that it continues to provide acceptable services.

- S. O&M Fee: Charges applied to Parties of the System to recover the cost of O&M. This fee will be based on the NGEN O&M Budget.
- T. Parties: The County and the Cities, Fire Districts, and other organizations that are signatory to this Agreement.
- U. Project 25 (P25): A digital radio standard that defines interfaces between various components of Land Mobile Radio (LMR) systems. The P25 standard is a joint effort of the National Association of State Telecommunications Directors and the Association of Public-Safety Communications Officials.
- V. Radio Manager: The Information Technology Department Radio Manager represents the NGEN Operations Board interests and makes decisions on issues related to the day-to-day operation of the system and any urgent or emergency system operational or repair decisions. In coordination with the NGEN Operations Board, the Radio Manager recommends, develops, applies, and enforces policies, procedures, contracts, organizations, and agreements that provide the service levels as defined in the NGEN Service Level Agreement, Exhibit B to this Agreement.
- W. **Service Level Agreement (SLA)**: Outlines the obligations in connection with O&M of the System. The performance metrics contained in the SLA, Exhibit B to this Agreement, describe the maintenance standards for the NGEN system infrastructure.
- X. Subscriber Equipment: Portable, mobile and console equipment that is intended to operate on the NGEN infrastructure for day-to-day radio communications including for intra-agency, inter-agency and cross-jurisdictional interoperability purposes. Subscriber equipment can also include network management terminals, key management facility equipment, gateway and other assets which are determined not to be a burdened cost share.

**Commented [PS5]:** City of Carmel-by-the-Sea and City of Pacific Grove recommend changing to "Service Level". ITD recommends not accepting.

Y. System: The NGEN Radio Communications System, as established in the Agreement.

Z. True-up: True-up is a count for those devices designed to serve an individual Agency exclusively. The true-up process is defined in Section 12 of this Agreement.

AA. Very High Frequency (VHF). Radio frequency spectrum between 150 to 174 Megahertz (MHz).

## **2. THE SYSTEM**

A. The System is comprised of land mobile radio technology that provides county-wide radio coverage using supplemental and overlapping P25 digital trunked and analog conventional systems. The radio frequency channels interoperate seamlessly with dispatch consoles, a broadband push-to-talk service, and other interoperability systems. A System overview is included in Exhibit A to this Agreement.

B. Recommendations to add, delete, or modify system components, sites, channel capacity, performance enhancements, etc., that are not part of routine maintenance actions must be coordinated and approved by the NGEN Boards prior to implementation.

## **3. GOVERNANCE**

A. The Parties agree to the formation of the NGEN Boards to consult and advise on the county-wide public safety radio communications system and services provided by the Monterey County Information Technology Department. Responsibilities of the NGEN Boards are defined herein. For those items where the NGEN Boards do not have direct responsibility, such as, but not limited to, labor relations, the County shall coordinate and collaborate in good faith with the Parties through the NGEN Boards.

B. The Monterey County Interoperability Committee is established and is tasked with providing recommendations to the NGEN Boards regarding operational protocol, technical solutions and the training needed to implement the Tactical

Interoperability Communications Plan.

- C. The Technical Working Group is established and is tasked to present decisions, analysis, and strategic input to the NGEN Boards. The Technical Working Group is chaired by the Radio Manager and shall be comprised of operations representatives from the Parties. Technical Working Group tasks are further defined in Exhibit B.
- D. Each Party to the Agreement is responsible for financial participation in the O&M and Capital Fees for the System.
- E. Each Party to the Agreement is responsible for the operation and maintenance of its own subscriber equipment operating on the System.

**4. NGEN EXECUTIVE BOARD**

- A. Voting members: Comprised of four City Managers; one city manager representing Salinas, one city manager representing the South County Cities of Gonzales, Greenfield, Soledad, and King City, one city manager representing the North Peninsula Cities of Marina, Seaside, and Sand City, and one city manager representing the South Peninsula Cities of Carmel-by-the Sea, Monterey, Del Rey Oaks, and Pacific Grove; plus one representative of the Fire Districts, one representative of the Monterey County Sheriff, and the County Administrative Officer, for a total of seven (7) voting NGEN Executive Board members. No designees will be allowed for these positions.
- B. The three City Managers representing the South County Cities, North Peninsula Cities, and the South Peninsula Cities will be selected by members of the Monterey Bay Area Manager’s Group. The Monterey County Fire Chiefs Association shall select the Fire Districts Representative.
- C. Each Voting Member will have one equally weighted vote. Voting Members must be Present for their vote to count. To be considered Present a Voting Member must attend in person or through Ralph M. Brown Act, Government Code section 54950-54963 (Brown Act) compliant remote attendance for their vote to count. The weight of each vote shall be dependent upon how many voting

**Commented [PS6]:** Mid-Coast Fire Brigade recommends changing to “Agencies”. ITD recommends not accepting this change to be consistent with 911 Services Agreement language.

members are Present with the total weight always equaling 100% and a quorum must be Present for voting to occur.

D. A quorum shall be four of the voting members present who represent greater than 50% of the NGEN O&M funding as delineated in the most recent billing statement.

i. All recommendations and other actions taken by the NGEN Executive Board pursuant to this ~~agreement~~ Agreement requires a simple majority vote of a quorum at a duly noticed and conducted meeting, that includes the following non-voting advisors:

1. NGEN Operations Board Chairperson or Vice Chair.
2. Monterey County Chief Information Officer or their designee.
3. Monterey County Emergency Communications Department Director or their designee.

ii. The following non-voting advisors of the NGEN Executive Board are NOT required to be present at a meeting for a vote on any recommendation or action: Monterey County Emergency Medical Services Bureau Chief.

iii. The presence or absence of an advisor at a meeting of the NGEN Executive Board shall not count towards establishing a quorum.

E. Meetings of the NGEN Executive Board shall be conducted in compliance with the requirements of the Brown Act.

F. NGEN Executive Board meeting agendas will be physically posted and electronically posted on the NGEN web site in accordance with Brown Act requirements.

G. The NGEN Executive Board shall elect a chair and such other officers as it sees fit. The NGEN Executive Board may establish procedures for its business and operations, create committees composed of the Party representatives or other persons, and perform such other acts that do not violate the terms of this

**Commented [PS7]:** Suggested by City of Carmel-by-the-Sea and City of Pacific Grove. ITD recommends accepting this change.

**Commented [PS8]:** Emergency Medical Services recommends adding EMS as a voting member of the Executive Board. ITD does not recommend accepting.  
- EMS should not be voting member of Exec Board as this function is provided by CAO  
- Adding EMS as a voting member to Exec Board would give County a disproportionate number of votes, MCSO and CAO are already voting members



Agreement, the bylaws adopted by the NGEN Executive Board, or applicable law.

H. Tenure: In the event of removal, resignation, or death of a voting member of the NGEN Executive Board, the entity responsible for appointment of that member shall promptly appoint a successor to fill the position.

I. NGEN Executive Board Duties

- i. The Parties understand and agree that the NGEN Executive Board has the responsibility, under this Agreement, to make recommendations that affect the costs, nature and scope of the public safety radio communications services provided to their organizations; all recommendations regarding the costs, nature, and scope of the public safety radio communications services provided to the Parties under this Agreement shall be made at NGEN Executive Board meetings at which a quorum of voting members is present.
- ii. The NGEN budgets may be augmented pursuant to this Agreement to provide special funding as needed for reasons such as, but not limited to, purchase of special or upgraded equipment, replacement of failed equipment, purchase of system software and hardware, and physical communications site upgrades; the NGEN Executive Board shall recommend equitable apportionment and cost sharing methods of such special costs among the Parties, as otherwise provided in this Agreement.
- iii. The NGEN Executive Board may recommend that the County, acting through the Monterey County Board of Supervisors, enter into binding service agreements on behalf of all Parties or it may recommend that a service is referred to the affected Parties governing bodies for approval before a service is implemented.
- iv. The NGEN Executive Board may make recommendations to the County regarding public safety radio communications services program and budget-related issues. NGEN Executive Board members shall be responsible for providing information on public safety radio communications services program and budget issues to the Agencies that they represent. Agencies shall present such information to their governing bodies, as they deem

appropriate.

- v. The NGEN Executive Board shall have responsibility to propose to the Parties fiscal policies that affect Parties and Agencies.
- vi. The NGEN Executive Board shall meet at least four times per year, provided a quorum can be present, to receive reports from County Staff on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Agencies. The NGEN Executive Board may review items presented by the County, items initiated by members of NGEN Executive Board, items initiated by the NGEN Operations Board, and items initiated by Parties and Agencies
- viii. The NGEN Executive Board may appoint additional Standing and Ad Hoc Committee(s) as necessary to advise it or to consider special issues.
- ix. The NGEN Executive Board may request financial or performance audit(s) of the NGEN accounts, including that the auditor be independent from the County. The costs of an independent financial audit shall be borne, proportionally, by the Parties as specified in this Agreement. Upon the NGEN Executive Board's request for an audit, County Staff will cooperate in such audits.
- x. Bylaws. The NGEN Executive Board shall adopt bylaws consistent with this Agreement, which may be amended. These by-laws shall be the guiding governance document for the NGEN Executive Board in performing its duties under this Agreement. In the event of a conflict between the NGEN Executive Board's By-Laws and this Agreement, this Agreement shall prevail.
  - 1. The NGEN Executive Board shall provide 30-days advance notice to the Parties of any scheduled NGEN Executive Board meeting at which it will consider a proposal to amend the bylaws.
  - 2. Amendments to the bylaws must be approved by the NGEN Executive Board per the voting requirements in Section 4 of this Agreement.
- xi. Members of the NGEN Executive Board shall disseminate information and

requirements to the Agencies they represent.

## 5. NGEN OPERATIONS BOARD

- A. Membership of the NGEN Operations Board consists of executives, or their designees, from three law enforcement agencies, ~~three fire protection agencies~~, the Monterey County Sheriff, Salinas Police Chief, Salinas Fire Chief, ~~the Director of Emergency Medical Services~~, the Director of Emergency Communications Department, and the Monterey County Chief Information Officer or their designees, for a total of ~~eleven-twelve (11-12)~~ members. Representatives of the law enforcement and the fire protection agencies will be selected by their respective Chiefs associations.
- B. The Parties agree that attendance and full participation by all NGEN Operations Board members is crucial. A simple majority shall be established for each meeting of the NGEN Operations Board. After 3 unexcused absences by any one member of the NGEN Operations Board, the entity or entities represented by that member shall appoint a different individual to serve as a member of the NGEN Operations Board.
- C. Each member has one vote; there shall be no weighted voting.
- D. All recommendations and other actions taken by the NGEN Operations Board pursuant to this Agreement require a simple majority vote of the voting members who are present to take action and at least 4 voting members must be present to take action.
- E. Key responsibilities of the NGEN Operations Board include:
- i. Developing and recommending operational requirements for services and capital improvements.
  - ii. Tasking committees or specific staff to resolve issues, develop protocols; investigate technologies, and address other operational issues associated with the System.
  - iii. Providing recommendations to the NGEN Executive Board on operational policies, goals, and operational enhancements, including those that have budgetary implications.

**Commented [PS9]:** Suggested by City of Marina: change three to two. ITD recommends not accepting this change.

**Commented [PS10]:** Suggested by Emergency Medical Services

“EMS Agency MUST have representation on the NGEN Operations Board. Again, Emergency Medical Services is a critical component of the system, just as important as law and fire. EMS needs to have a voice. EMS MUST have a seat at the table with voting rights.”

Subject to Operations Board approval

- iv. Receive reports from the Radio Manager on service goals and the status on meeting those goals.
- v. Meets monthly or as needed (but not less than four times per year).

F. Duties of the NGEN Operations Board include:

- i. The NGEN Operations Board shall provide operational policy recommendations.
- ii. Members of the NGEN Operations Board shall disseminate information and requirements to the Agencies they represent.
- iii. The NGEN Operations Board shall receive reports from the Radio Manager, or other County staff, on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Agencies and Parties. The NGEN Operations Board may review items presented by the County, initiated by members of the NGEN Operations Board, and initiated by Agencies and Parties.
- v. The NGEN Operations Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
- vi. In advance of addition of new technology or services that affect costs to Agencies, the NGEN Operations Board shall review and recommend cost sharing and funding mechanisms to the NGEN Executive Board.
- vii. The NGEN Operations Board shall be responsible for providing recommendations to the NGEN Executive Board regarding the adoption of System O&M standards, which at a minimum shall include : 1) identification of minimum technical standards for the System equipment and subscriber units; 2) identification of protocols for the modification of talk group assignments and their usage; 3) identification of minimum periodic maintenance standards and schedules for System equipment; 4) identification of problem reporting and resolution practices for System equipment; and 5) identification of security standards, policies and procedures.
- viii. Bylaws. The NGEN Operations Board shall adopt bylaws consistent with

this Agreement, which may be amended. These by-laws shall be the guiding governance document for the NGEN Operations Board in performing its duties under this Agreement. In the event of a conflict between the By-Laws and this Agreement, this Agreement shall prevail.

1. The NGEN Operations Board shall provide 30-days advance notice to the Parties of any scheduled NGEN Operations Board meeting at which it will consider a proposal to amend the by-laws.
2. Amendments to NGEN Operations Board bylaws must be approved by 80% of the members of the NGEN Operations Board.

## **6. COUNTY OBLIGATIONS**

- A. The County shall operate, maintain, and otherwise manage all telecommunications sites and transmission media identified as components of the System that are necessary to facilitate the common, county-wide public safety communications. All other mobile, portable, base station, remote radio, data transmission equipment, terminals, and broadband push-to-talk devices designed to serve an individual Agency exclusively shall be provided for and maintained at that Agency's expense and shall comply with Section 7C of this Agreement.
- B. County shall coordinate, administer, and maintain all systems defined by the NGEN Boards to benefit all Parties, including development of standard operating procedures that may include training of Parties' staff to meet their responsibilities. All systems shall be maintained and operated consistent with applicable federal, state, and local laws, rules, and regulations such as the State of California Department of Justice and Federal Communications Commission.
- C. County, on behalf of all Parties, shall continue to seek grant opportunities, shall make applications for grants and other external sources of funds with authorization by the County Board of Supervisors, and shall utilize any such funds received to proportionately offset all Parties' portion of project expenses.
- D. County shall provide technical expertise in radio communications and public safety information technology services and as well as associated administrative

services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.

- E. With the approval of the County Board of Supervisors, County shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this Agreement.

**7. RESPONSIBILITIES OF THE PARTIES**

- A. Each Party, through its representative on the NGEN Boards, shall assist in oversight of management and operation of the public safety radio communications system and system components and shall provide technical and operational input necessary for effective design and use of the system to meet individual and collective needs.
- B. Each Party shall be responsible for communicating with its agencies about the System.
- C. Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not part of the System. Such assets must be compliant with configuration and system specifications defined by Monterey County Information Technology Department and used by those Agencies personnel at that Party's expense.
- D. All Parties shall provide information requested by the NGEN Boards such as True-Up inventory, in a timely manner.
- E. Each Party shall comply with future requirements as recommended by the NGEN Boards. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.
- F. When requested by NGEN Executive Board, all Parties shall cooperate in seeking grants or supporting the acquisition of external funding such as grants or earmarks. If any portion of the System is funded with monies received by any Party pursuant to a contract with the State or Federal government, all Parties will comply, as required, with all the provisions of said contract, to the

extent applicable to each Party. Upon request, the Party which is the grantee shall deliver a copy of said contract or grant or earmark documentation to any requesting Party at no cost to the requestor.

## **8. TERM AND RENEWAL OF THE AGREEMENT**

- A. The Effective Date of this Agreement shall be the date that all Parties have signed the Agreement, with the County signing last.
- B. The initial term of this Agreement shall be for five years plus the remainder of the fiscal year that the Agreement is executed and will automatically renew for successive periods of five years and prior to each renewal period the NGEN Boards shall review the Agreement to determine if any changes are necessary.
- C. Dissolution: The Agreement may be dissolved by an 80% vote of all Parties and will remain in effect for at least 24 months after the vote date.
- D. Voluntary Withdrawal.
  - i. A withdrawing Party shall provide the NGEN Boards with written notice of intent to withdraw twenty-four (24) months before the effective date of withdrawal, a written timetable for withdrawal, and a description of the way the withdrawal will be conducted. Any withdrawal must be effective on the last day of a fiscal year. The withdrawing Party's plan for withdrawal shall minimize disruption to other Parties and Agencies. The withdrawing Party shall provide any other appropriate information requested by the NGEN Boards and County Staff, to allow the development of strategies to mitigate disruption to the remaining Agencies.
  - ii. Such withdrawing Party shall continue to fund its portion of the O&M budget pursuant to this Agreement for 24 months after issuance of its notice of withdrawal.
  - iii. A withdrawing Party shall agree to a buy-out agreement to retire any financial obligations of the withdrawing Party. The Party will remain responsible for any services that will continue to be provided, such as the NGEN or other debt service Costs incurred in support of public safety radio

communications systems assets.

- iv. A withdrawing Party that is a member of an NGEN Board shall notify the applicable appointing authority of its intention to withdraw at the same time that it notifies the other Parties of its withdrawal. If a withdrawing Party holds a seat on an NGEN Board representing other parties, that Party's seat shall be reassigned immediately upon receipt of the written notice to withdraw.
- v. A Party that has withdrawn from its participation in the System shall not be entitled to refund of any costs that it has incurred for the system through to the date of termination.

E. Termination for Cause. The County, in consultation with the NGEN Executive Board, may terminate the participation of any Party for cause, including a Party's failure to fully fund or fully pay budgeted costs, as well as any other breach of this Agreement (default). Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this Agreement.

- i. The Termination for Cause process shall include the following steps:
  - 1. Written notice by the Monterey County Chief Information Officer or designee to the Party, with a copy to NGEN Executive Board members. Such notice shall advise the Party of the reason for possible termination. The notice shall further advise that the Party may cure its default within thirty (30) days of the notice and thereby avoid termination.
  - 2. If the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended by additional thirty (30) day extensions, for as long as the defaulting Party continues to diligently execute such a cure to completion.
  - 3. If the defaulting Party does not cure the default within thirty (30) days, termination of the defaulting Party shall be placed on the agenda for next NGEN Executive Board meeting. The NGEN Executive Board shall request in writing that the defaulting Party attend that meeting. The defaulting Party shall be asked to provide either a plan for curing its default or, a



plan for withdrawal, as detailed below.

4. If the NGEN Executive Board finds the defaulting Party's plan for curing its default unacceptable, the NGEN Executive Board may recommend to the County that it terminate the defaulting Party's participation in the NGEN system or to take other appropriate measures (e.g., lien).
5. If the NGEN Executive Board decides to recommend termination of the defaulting Party from the NGEN system, the NGEN Executive Board shall provide written notice to the defaulting Party that it recommends to the County that services provided under this Agreement be terminated, effective twenty-four (24) months following the date of delivery of the notice. A copy of the written notice of recommended termination delivered to a defaulting Party shall be provided to County. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this Agreement will be terminated.
6. A Party terminated by the County for cause remains liable for its portion of all the System costs (O&M, Capital, and any other) up to the effective termination date, as well as applicable damages, collection costs, and interest.
  - ii. The terminated Party forfeits all other rights. If the terminated Party holds a seat on the NGEN Executive Board, that seat shall be reassigned immediately upon termination.

F. In the event of withdrawal by, or termination of, a Party which is providing resources (such as frequency license, site, or other resources) to the benefit of the System, that resource shall be left intact and in service to the System and that Party shall negotiate in good faith with the County for continuing use of that resource.

## **9. ADDITION OF NEW PARTIES**

A. Additional Future Parties. Any agency that is not a party to this Agreement on the effective date of this Agreement may become a Party upon completion of the

steps detailed in the New Party Procedures posted on the NGEN website under “Policies and Procedures” which include: (a) the recommendation of the NGEN Operations Board; (b) the approval of the NGEN Executive Board; (c) payment of a Buy-In fee to be determined by the NGEN Executive Board, as well as future recurring O&M payments; and (d) execution of a written memorandum of agreement with the County subjecting the requesting organization to the terms and conditions of this Agreement.

B. ~~The NGEN Executive Board may recommend by majority vote, imposing one-time Buy-In fees upon new Parties to offset NGEN costs including, but not limited to, NGEN Capital project costs, operational costs, and contributions to the Reserve fund, for the benefit of the Parties, construction, upgrade and implementation costs incurred in previous fiscal years.~~ Use of Buy-In fees will be determined by the Executive Board.

**Commented [PS11]:** Suggested by City of Salinas. ITD recommends accepting this change.

C. Under special circumstances, such as but not limited to manmade or natural disasters, acts of God, and acts of civil unrest, temporary access to the System may be provided to a non-member. This access may be recommended by the NGEN Operations Board or, if time does not permit, the Radio Manager, after consulting with the Emergency Communications Department, may approve non-member access and notify the NGEN Executive and NGEN Operations Boards.

**10. BUDGET DEVELOPMENT PROCESS**

A. The Radio Manager, in conjunction with ITD and ECD Finance, will establish a budget process and each year develop proposed NGEN O&M and Capital budgets for the next fiscal year.

B. ITD shall provide next year budget proposals (O&M and Capital) to the NGEN Operations Board no later than February of each calendar year. Upon NGEN Operations Board recommendation, the next Fiscal Year budget will be presented by ITD to the NGEN Executive Board for approval. Final budget approval is the sole purview of the Monterey County Board of Supervisors.

C. ~~The NGEN O&M Budget may be comprised of the following system related costs:~~

**Commented [PS12]:** Suggested by City of Salinas. ITD recommends accepting this change.

- i. ITD Labor for NGEN Systems Support: Labor required by ITD for support and maintenance of the System.
- ii. External vendor costs: Based upon actual NGEN related expenditures which are a pass through of cost.
- iii. Site Fees: Comprised of lease costs, utility costs, vendor costs, site specific labor, and overhead.
- iv. COWCAP: County-wide cost allocation plan charges. COWCAP will be charged to capture and bill the indirect costs incurred by the County which are associated with O&M of the System.
- v. Revenues collected from 3rd parties who are not parties to this Agreement.
- vi. Fully loaded staff time of County Departments as required.
- vii. Miscellaneous services and supplies costs.
- viii. Administrative fee from the Emergency Communications Department.
- ix. Reserve Funding.

D. The NGEN Capital Budget may be comprised of the following:

- i. System Upgrades: Hardware and software upgrades necessary to maintain version currency and minimize operational and security risk to the system. See Section 14B.
- ii. Capital Projects: Planned projects required to improve, expand, or enhance radio sites, or the equipment therein.
- iii. System Architecture and Engineering Services: Design, analysis, and reporting performed by a qualified engineering firm.
- iv. Reserve Funding.
- v. COWCAP: County-wide cost allocation plan charges.

vi. Administrative fee from the Emergency Communications Department.

E. All costs used in the budget development are subject to change on an annual basis and shall be reviewed annually as part of the budget process. Rate changes ~~can may only~~ be due to NGEN Capital project, or operational costs for the benefit of the users including, but not limited to, True-up changes, current market vendor rates, Monterey County labor rate adjustments, and/or site fee adjustments which may include annual lease rate escalators (e.g., consumer price index), utility cost increases, maintenance cost increases, and/or labor rate increases.

**Commented [PS13]:** Suggested by City of Salinas. ITD recommends accepting this change.

F. The Emergency Communications Department maintains control of all NGEN funds (i.e., O&M and Capital). ECD is responsible for billing and fund management.

## 11. BILLING PROCESS

A. ECD will invoice each Party separately, either annually, biannually, or quarterly.

B. Collections in excess of actual expenditures will ~~be held by the County in the NGEN funds until approved for use by the NGEN Executive Board, Emergency Communications Director, and Board of Supervisors. Accumulation of interest on NGEN fund balances can be used to offset NGEN Capital project and operational costs for the benefit of the Parties. will accrue to the benefit of the public safety systems.~~

**Commented [PS14]:** Suggested by Emergency Medical Services. ITD recommends accepting this change.

C. If a Party or Parties dispute payment owed to County, each Party shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

**Commented [PS15]:** Suggested by City of Salinas. ITD recommends accepting this change.

D. Payments are due to within 30 days of the billing date.

E. Payments are considered late after 30 days of non-payment by Agencies and shall accrue a 5% penalty on any amount owed every 30 days until paid in full. If a Party does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees. County Agencies are subject to these delinquency fees.

## 12. TRUE-UP

- A. True-up is the radio device count for all agencies using either the P25 digital trunked system (Digital), the analog conventional system (Analog), or both.
- i. Digital True-up: For Agencies with radio devices, including BPTT devices, that register to the P25 digital trunked system, their True-up is extracted from the NGEN Unified Administration System (UAS) and is verified by the Agency when the NGEN Executive Board approves a True-up to be performed.
  - ii. Analog True-up: For Agencies who have radio devices that exclusively use the analog conventional portion of the system and are not registered to the UAS, a manual inventory of those devices will be provided to the Radio Manager when the NGEN Executive Board approves a True-up to be performed.
  - iii. The True-up for both Digital and Analog should occur during the same cycle.
  - iv. The true-up should occur every year at the direction of the NGEN Executive Board with recommendation from the NGEN Operations Board.
- B. The NGEN Operations Board will review the combined (analog and digital) True-Up and make a recommendation to the NGEN Executive Board for approval. The NGEN Executive Board will review and take action on the True-Up no later than January of the year in which the True-Up is required. This approval shall

determine if the True-Up will be used for billing in the following fiscal year.

C. Devices counted in the True-up include mobiles, portables, base stations, and broadband push-to-talk (BPTT) devices.

D. Devices not counted in the True-up include radio devices that are used exclusively for mutual aid, spares, and cache radios.

i. Mutual-aid radios are those set aside for the sole use of providing interoperability to agencies outside of the NGEN coverage area.

ii. Spare (or Cache) radios are those radios that are active in the UAS but designated, by name, as "Spare", or "Cache" to be used as necessary for specific events or in times of emergency.

E. Except in the case of replacement of an existing NGEN user device, if a Participating Agency elects to remove devices during the fiscal year, no credit or adjustment shall be made for that fiscal year and costs for that agency shall not be reduced based on those removed devices until the next annual billing cycle resulting from a new True-Up.

### 13. COST ALLOCATION

A. NGEN O&M and NGEN Capital Fees are charged based on the following cost allocation variables and formulas:

i.  $W$  = Weighting Factor (75%)

ii.  $T_n$  = Count of Agency non-Fire Devices

iii.  $FD$  = Unweighted Count of Fire Devices

iv.  $T_f$  = Weighted Count of Agency Fire Devices ( $T_f = FD * W$ )

v.  $D$  = Total Weighted Count for Party ( $D = T_f + T_n$ )

vi.  $T$  = Total weighted Count of devices for All Parties (sum of all Agency  $D$ 's)

vii. O&M = Annual O&M Budget

viii. CB = Annual Capital Budget

ix. Annual Party O&M Fee  $F = \frac{D}{T} * O\&M$

x. Annual Party Capital Fee  $F = \frac{D}{T} * CB$

#### **14. UPGRADES AND ENHANCEMENTS**

- A. Regular system upgrades shall be funded as established by the Executive board and billed to each agency in the Capital Fee, or as a special assessment, as determined by the Executive Board and incorporated into the Emergency Communications Budget as approved by the Board of Supervisors.
- B. Upgrades are planned, and projected changes made to NGEN infrastructure to ensure compliance or to improve upon previously existing features and operations of the System. To maintain the most cost-effective balance between current technology and the cost to keep the system updated, the current operational system release version should not fall farther than either three (3) versions behind the current vendor release, or five (5) years since the last system upgrade, whichever comes later.
- C. Enhancements are modifications made to NGEN services or systems that add specific functions or features not originally part of the System or the services requested and approved by the Member agencies. Acquisition and installation of system enhancements will be billed to the Agencies through the Capital Fee and shall be approved by the NGEN Executive board prior to implementation.
- D. If loans are required for future upgrades or enhancements the County will collaborate with the NGEN Executive Board and the County shall hold the loan as approved by the Board of Supervisors. A Debt Service Agreement may be entered into under separate cover.

#### **15. RECORDS AND CONFIDENTIALITY**

A. Confidentiality: County and the Parties and Agencies and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this Agreement or prepared in connection with the performance of this Agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County will mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.

B. Maintenance of Records: The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this Agreement. The County shall maintain such records in accordance with the provisions of the County and ITD Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

**16. COUNTY INDEMNIFICATION OF PARTIES AND PARTIES' WAIVER OF CLAIMS AGAINST THE COUNTY**

A. County hereby agrees to indemnify and hold harmless each Party, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Party, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by or arising out of the provision of the radio communications services by the



County as set forth in this Agreement.

- B. Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of radio communications services by the County pursuant to this Agreement that may be brought or instituted by third parties against each Party, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Party, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Party agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this Agreement and each Party agrees to cooperate with County in the defense of such claims.
- C. In return for and in recognition of County's acceptance of liability, as set forth above, each Party agrees that it will not sue, make any demand, or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the radio communications services by the County set forth in this Agreement. This waiver of liability against the County by the Parties applies to claims, demands, judgments or decrees which are asserted by third parties and to claims, demands, judgments or decrees which could be asserted by the Parties against the County.
- D. Survival of Indemnification and Waiver of Liability Obligations. The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Parties, established above, shall survive the termination of this Agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this Agreement and the provision of radio communications services pursuant to this Agreement.

## **17. INSURANCE**

- A. Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this Agreement, a policy or policies

of insurance as follows, and in the minimum limits of liability as stated herein:

- i. Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- ii. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
- iii. Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.

E. In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this Agreement, shall be furnished to the requesting party prior to execution of this Agreement.

F. Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

## **18. NON-DISCRIMINATION**

During the performance of this Agreement, Parties shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation. Parties shall in

the performance of this Agreement fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

## **19. GENERAL TERMS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto; except for an Amendment of adding a new Party as described in Section 11 of this Agreement.
- B. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- C. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the Parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.
- D. Assignment. No Party may assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County upon the recommendation of the NGEN Executive Board. Any organization wishing to participate in this system shall participate through this Agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.
- E. Compliance with Applicable Law. The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- F. Severability. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.
- G. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

H. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

I. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this Agreement shall be in the Superior Court of California, in the County of Monterey.

J. Construction of Agreement. The Parties agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto.

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

L. Authority. Any individual executing this Agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.

M. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or Agreements, either written or oral, between the Parties as of the effective date hereof.

N. Change of Address. The mailing addresses, email addresses, phone numbers, and Party contacts may change, and it is the responsibility of the Parties to notify the County as specified in paragraph (O) within ten days of said change.

O. Notices. Notices required under this Agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MONTEREY
Chief Information Officer
1590 Moffett St
Salinas, CA 93901
831.769.4163

IN WITNESS WHEREOF, the COUNTY and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written below.

<p>COUNTY OF MONTEREY:</p> <p>Name (printed)</p> <p>Signature:</p> <p>Date:</p> <p>Chief Information Officer</p>
<p>Address:</p>
<p>COUNTY OF MONTEREY:</p> <p>Name (printed)</p> <p>Signature:</p> <p>Date:</p> <p>Director of Emergency Communications</p>
<p>Address:</p>
<p>APPROVED AS TO FORM:</p> <p>Name (printed)</p> <p>Signature:</p> <p>Date:</p> <p>Deputy County Counsel</p>
<p>APPROVED AS TO FISCAL PROVISIONS:</p> <p>Name (printed)</p> <p>Signature:</p> <p>Date:</p> <p>Auditor-Controller</p>

Parties (one per page)

Big Sur Fire Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Carmel-by-the-Sea Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	



Parties (one per page)

City of Del Rey Oaks Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Gonzales Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Greenfield Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of King Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Marina Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Monterey Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	City Manager
Mailing Address:	
Email:	

Parties (one per page)

City of Pacific Grove Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Salinas Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	



Parties (one per page)

City of Sand City Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Seaside Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

City of Soledad Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

California State University, Monterey Bay Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

Mid-Coast Fire Brigade Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

Monterey Peninsula Airport District Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

Monterey County Regional Fire District Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	

Parties (one per page)

North County Fire Protection District Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	
Mailing Address:	
Email:	



## **EXHIBIT A – SYSTEM OVERVIEW**

### **1. OVERVIEW**

The System is comprised of land mobile radio technology that provides county-wide radio coverage using supplemental and overlapping P25 digital trunked and analog conventional systems. The radio frequency channels interoperate seamlessly with (25) dispatch consoles, a broadband push-to-talk service, and other interoperability systems.

### **2. THE SYSTEM**

A. The digital trunked portion of the System is a 13-site (See Table 1) multi-channel VHF/700 MHz P25 Phase-1 system based on dual L3Harris System Release (SR) 10A.1 cores and MASTR® V radio technology. The digital portion of the system consists of:

- VHF trunked multi-sites at Bryant Canyon, Lewis Road Landfill, and King City Ag
- 5-site VHF trunked simulcast at 911 Center, Marina Coast Water, Pebble Beach Corporate Yard, and Piñon Peak
- 700 MHz trunked multi-sites at Williams Hill and Lobos Ridge
- 3-site 700 MHz trunked simulcast at 911 Center, Upper Toro, and La Mesa Housing
- Network Switching Centers at 911 Center (Primary) and Information Technology Department (Secondary)
- Dispatch Functionality at 911 Center and Schilling Place

B. The analog conventional portion of the NGEN system uses L3Harris VHF MASTR® III radio technology providing fire and law enforcement agencies with extended communications for the purposes of greater countywide voice and paging coverage and interoperability. The system consists of:

- 18-site County Law channel
- 14-site County Fire channel
- 15-site, Fire Paging capability on 3 separate channels (CMD-31a, CMD-33a, CMD-35a)

- 6-site Interoperability channel

C. BeOn® Mobile Server: The System includes an L3Harris BeOn® mobile client server which allows authorized Android or Apple cellular devices to connect to the system and communicate over cellular, or Wi-Fi, in a push-to-talk mode with other NGEN users and devices. The BeOn® server is the only system that will be connected to the NGEN system and provide broadband push-to-talk services.

D. Interoperability Gateway: The P25 digital trunked system includes an L3Harris interoperability gateway that provides interconnection between selected analog conventional channels and their respective P25 digital trunked counterparts.

### **3. SYSTEM AVAILABILITY**

A. The NGEN P25 digital trunked system has been designed to provide 99.999% availability (five-nines) incorporating the elements of high-availability: redundancy, data replication, failover between primary, secondary systems, and fault tolerant (high-reliability) systems. In the case of a catastrophic event at an individual site, the remaining sites of the specific sub-system will continue to function.

B. Overlapping and supplementing the P25 digital trunked system, the analog conventional system provides an additional layer of fault tolerance for public safety communications consisting of County Law, County Fire, Fire Paging, and Interop systems.

**Table 1 – System Sites**

Site Location	NGEN Digital System				NGEN Analog System			
	VHF Simulcast	700 Simulcast	VHF Multisite	700 Multisite	County Law	County Fire	Fire Paging	Interop
911 ECD	Primary SR10A.1 NSC A							
	7 Ch DCP	8 Chnl DCP						
Admin Building					SNV-12	SNV-12	SNV-12	SNV-12
Anderson Peak					1 Chnl	1 Chnl		
Bryant Canyon			4 Chnl		Voting Rx	Voting Rx		
Carmel P.D.							Voting Rx	
DLI							Voting Rx	
Fremont Peak					1 Chnl	1 Chnl	Voting Rx	1 Chnl
Huck Hill					1 Chnl	1 Chnl	1 Chnl/ Voting Rx	1 Chnl
ITD (Moffett)	Secondary SR10A.1 NSC B							
Jamesburg					1 Chnl	1 Chnl	1 Chnl/ Voting Rx	1 Chnl
King City Tower			4 Chnl		1 Chnl	1 Chnl	Voting Rx	
Laguna Seca	7 Chnl DCP					Voting Rx		
La Mesa		8 Chnl						
Laurel Yard					Voting Rx		1 Chnl/ Voting Rx	
Lewis Road Landfill			5 Chnl					
Lewis Rd (Snodgrass)					1 Chnl	1 Chnl		
Lobos Ridge				4 Chnl				
Manzanita					1 Chnl	1 Chnl		
Marina Coast Water (MCW)	7 Chnl							
Monterey Courthouse							Voting Rx	
Mount Toro		8 Chnl DCP			1 Chnl	1 Chnl	1 Chnl/ Voting Rx	1 Chnl
No. Co. Fire Station 5					Voting Rx			

Pebble Beach Corp. Yard (PBCY)	7 Chnl							
Pebble Beach Gallery					Voting Rx		Voting Rx	Voting Rx
Peñon Peak	7 Chnl				Voting Rx	1 Chnl		
Point Sur					1 Chnl		1 Chnl/ Voting Rx	
Post Ranch					1 Chnl	1 Chnl	1 Chnl	
Ryan Ranch							Voting Rx	
Watsonville PD					Voting Rx			
Williams Hill				4 Chnl	1 Chnl	1 Chnl	Voting Rx	

## **EXHIBIT B – SERVICE LEVEL AGREEMENT**

### **1. OVERVIEW**

- A. Exhibit B, this Service Level Agreement (SLA), outlines the operations and maintenance (“O&M”) services required for the System. It defines the roles and responsibilities for the administration and maintenance of the System and governs the maintenance of the System, as defined within Section 3, to the level of performance indicated.
- B. This SLA remains valid until superseded by a revised agreement mutually approved by the NGEN Executive and Operations Boards.
- C. The services detailed in this SLA are provided by the Information Technology Department in support of the System. Execution of the maintenance and services will be by qualified cross-functional team consisting of select members of the ITD staff (ITD NGEN System Support Team).

### **2. SYSTEM DESCRIPTION**

- A. The System is comprised of L3Harris technology that provides county-wide public-safety radio coverage using supplemental and overlapping P25 digital and analog conventional systems.
- B. A system overview is outlined in Exhibit A to the Agreement.

### **3. SERVICE LEVEL REQUIREMENTS**

- A. Work Hours: Normal service hours for maintenance of the system are 8:00 A.M. to 5:00 P.M. Pacific Standard Time, Monday through Friday, excluding County holidays.
- B. Technicians from ITD NGEN System Support Team that are required to maintain portions of The System will be “on call” on a 24/7/365 basis and available by calling the ITD Service Desk, 831-796-1400.

C. Service Response Requirements: In the event of System malfunctions, ITD shall respond to calls for service based on the urgency and impact of the loss of service as summarized in Table 1 below:

**Table 1 – Service Response Requirements**

	Technician Callback				Onsite Response				Notifications (Initial & Recurring)				Updates		
	30 Mins	2 Hrs	M-F (8-5)	3 Days	2 Hrs	4 Hrs	M-F (8-5)	3 Days	NGEN O&M	Radio Mgr	Div Mgr	911 Sup	Hourly	Daily	As Rqd
Pri 1: Critical	X				X				X	X	X	X	X		
Pri 2: High		X				X			X	X		X	X		
Pri 3: Elevated			X				X		X	X		X		X	
Pri 4: Standard				X				X	X	X		(x)			X
Pri 5: Planning	N/A				As Needed				X	X		(x)			X

D. Priority categories are based upon the outage / incident’s impact (high, medium, or low) and the outage/incident’s urgency (high, medium, or low). Response times and notification procedures for each Priority category are listed below:

i. Priority 1 (Critical): System / Site "Down"

Defined as: Total loss of communications or functionality of at least one (1) fixed tower site, one (1) network switching center, or the failure of a complete dispatch center; or complete loss of a critical application or server that impacts the ability of an agency to function with no work around or alternative service available.

Response: 24x7. Initial technicians call back: 30 minutes. Onsite response (if needed) within 2 hours.

Notifications: ITD NGEN System Support Team, Radio Manager, Monterey County Chief Information Officer or their designees, and 9-1-1 Dispatch Shift Supervisor.

Update: Hourly or as scheduled with Agency Contact

ii. Priority 2 (High): System / Site "Impaired"

Defined as: Failed equipment that is continuously impacting site channel capacity or wide area communications but is otherwise available for voice communication at a degraded level.

Response: 24x7. Initial technicians call back: 2 hours. Onsite response (if needed) within 4 hours.

Notifications: ITD NGEN Systems Support team, Radio Manager, and 9-1-1 Dispatch Shift Supervisor.

Update: Hourly or as scheduled with Agency Contact

iii. Priority 3 (Elevated): System / Site "Minor Impact"

Defined as: Intermittent system problems that have been identified and are being actively monitored; minor problems that do not affect day-to-day user operations; loss of non-critical application or service; partial loss of service to a location. Work around is feasible or loss of service for a short period of time is acceptable based on assessment by the user agency and the 9-1-1 Dispatch Shift Supervisor. ITD shall coordinate with the 9-1-1 Dispatch Shift Supervisor during normal business hours to determine operational requirements and schedule services as necessary.

Response: Prime hours, (Monday – Friday, 8:00 AM - 5:00 PM) within 8 hours.

Notifications: ITD NGEN System Support team, Radio Manager, and 9-1-1 Dispatch Shift Supervisor.

Update: Daily

iv. Priority 4 (Standard): System / Site "Preventative Maintenance (PM)"

Defined as: Requests for routine maintenance service of the System and database updates. Scheduled preventative maintenance (PM) shall be coordinated by the ITD Radio Shop using the Planned Request for Change (PRFC) process.

Response: Equipment will be inspected and repaired or sent to depot repair as required within 3 business days or receipt of equipment.

Notifications: ITD NGEN System Support team, Radio Manager, and 9-1-1 Dispatch Shift Supervisor.

Update: As required based on input from the affected user agency.

v. Priority 5 (Planning): System / Site "Upgrades"

Defined as: Requests for System upgrades which shall be planned, scheduled, and coordinated by the Radio Manager and in coordination with the NGEN Operations Board.

Response: Coordinated and approved upgrades to the System shall be implemented to ensure optimization of the System functionality and operational features.

Notifications: ITD NGEN System Support team, Radio Manager, and/or ECD Dispatch Shift Supervisor as required.

Update: As required based on input from the affected user agency.

#### **4. DESCRIPTION OF ITD LABOR FOR NGEN SYSTEMS SUPPORT**

- A. On an annual basis, OEM trained ITD staff shall perform operational tests and alignments on the NGEN Baseband Radio System equipment to optimize and ensure the equipment meets OEM specifications.
- B. Systems Maintenance Services. ITD staff shall repair, maintain, and service all Systems at sites listed in Exhibit A, System Overview, and per exclusions as defined in Section 7 herein.
- C. ITD shall perform preventative maintenance inspections and tests as recommended by the OEM and required by applicable FCC regulations; as a minimum, these inspections and tests will be performed annually for Systems at sites listed in Exhibit A, System Overview. ITD shall coordinate activities with the site owner and impacted agencies as needed.
- D. Management, administrative and engineering. Management of the System and necessary administrative and engineering tasks are included in the scope of labor only maintenance services.
- E. System Monitoring. ITD shall monitor the System on a 24x7x365 basis through system management capabilities including, but not limited to; microwave backhaul monitoring software, radio site monitoring (e.g., generator status, RF component status, power production, environmental status, etc.), and network status (utilization, link status, security, etc.)
- F. Network-based Data Backup. ITD shall provide labor to operate and maintain the System network-based data backup solution. Backup tasks will be performed on an established schedule provided upon request and will be retained in accordance



with ITD data storage policy.

- G. Software Maintenance. ITD will provide labor to install and test software upgrades, whether for corrective or System enhancement purposes.
- H. System Equipment Depot Repair and Shipping. Administrative processing and shipping of System equipment shall be included in labor only maintenance services. This does not include subscriber equipment. ITD staff will process end user equipment (e.g., base stations, portable radios, mobile radios, headsets, etc.) upon request by the owning agency, on a Time & Material basis.
- I. ITD On-Call Technicians. ITD shall ensure at least one technician, from each Infrastructure and Operations Division units, is scheduled for after-hours maintenance and support of the System:
  - i. Radio Communications
  - ii. Networks
  - iii. Systems and Operations
  - iv. Unified Communications and Collaboration
- J. Communications Backhaul Maintenance (Microwave and UHF). ITD shall provide preventative maintenance to the NGEN communications backhaul system, which includes microwave and UHF links, on an annual basis.
- K. Radio System Administration. ITD will provide radio system administration services which include:
  - i. Maintaining all FCC radio frequency licenses used by the System to be consistent with federal regulations and use of the frequencies by the system. This service does not include acquiring new frequencies or sites.
  - ii. Managing all databases and logistical data associated with the P25 IP trunking radio system including: Radio identification database and the Unified Administration System database.
  - iii. Maintaining the fleet map and talk group identification.

- iv. Working with Agencies and providing system database management support on elements including: Subscriber IDs, talk group IDs, and associated parameters.
- v. Maintaining system AES encrypted secure codes and serving as the encryption key management controller for over the air rekeying.

## **5. DESCRIPTION OF EXTERNAL VENDOR COSTS**

- A. Operations and Maintenance of the System will require recurring third-party vendor support. Charges and services include, but are not limited to: Comcast dedicated commercial internet, AT&T Switched Ethernet fiber backhaul connectivity, and OEM software and technical support services (Aviat, L3Harris Corp, etc.)
- B. System Replenishment of Spare Parts. ITD shall be responsible for tracking and administration to maintain an adequate stock of spare parts that may be needed to provide services pursuant to this SLA.

## **6. DESCRIPTION OF MAINTENANCE COVERED BY SITE FEE**

The following site-related preventative maintenance actions shall be performed by trained personnel from either ITD, or third-party vendors:

- i. Towers: maintenance inspections
- ii. Tower lighting systems: maintenance inspections; replacement or upgrade of tower lighting components or systems
- iii. Antenna systems and components: Annual maintenance inspections; replacement of antenna component/system (e.g., microwave dishes, radio antennas, microwave waveguides, coaxial cabling, tower top amplifiers)
- iv. Shelters: Annual shelter preventative maintenance inspections (e.g., lighting systems, light bulb replacement, HVAC filter replacement, electrical and grounding inspections)
- v. Fencing: Annual fencing maintenance inspections to ensure site integrity and security
- vi. Roads and surfacing: Annual Road inspections

- vii. Generators: Scheduled generator maintenance, fuel checks, generator runs
- viii. Site: Annual site inspections, landscaping or weed abatement to ensure compliance with fire prevention code; maintenance of site electrical components (whether underground or overhead), expendables (e.g., batteries, UPS conditioning equipment, DC rectifier components)
- ix. Equipment relocation including rack, radios, and antennas (excluding tower and shelter)

## **7. DESCRIPTION OF MAINTENANCE EXCLUSIONS**

- A. Any system maintenance actions that are not within the scope of this SLA shall be evaluated and approved by the NGEN Operations Board prior to implementation and funding.
- B. Interference or disruption of service caused by operation of other radio systems, by natural phenomena, by motor ignition, or other sources may be minimized by the addition of corrective devices adapted for particular locations and installations. As requested, and approved by the Radio Manager, ITD staff shall investigate interference complaints.
- C. If, due to the action of any duly authorized regulatory authority (e.g., FCC, State of California, site owner, etc.), changes to the System becomes necessary, the associated purchase costs shall be brought to the NGEN Operations Board for approval.
- D. Services for subscriber equipment including troubleshooting, programming, and administrative processing for warranty repair, etc., that have been requested specifically by the owning agency, will be performed at the current Time and Material Service Rates.
- E. ITD shall provide transportation in the form of conventional, four-wheel drive vehicles to perform maintenance and operations services. Maintenance of the system requiring specialized equipment (i.e., rental of man-lift, all-terrain, etc. type vehicles) will be performed and invoiced at the current Time and Materials Service Rates, plus specialized equipment rental costs.

F. In addition to the exclusions specified in Section 6(A) through 6(E) above, the following major site-related maintenance actions shall be billed at the current Time and Materials Service Rates.

- i. Towers: Replacement of tower sections, tower reinforcement, or work requiring engineering analysis or structural/construction permit
- ii. Shelters: Replacement of shelter or shelter infrastructure (including lighting fixtures, HVAC systems and fire suppression systems, or those systems requiring structural/construction permit)
- iii. Fencing: Replacement, or expansion of site fencing
- iv. Roads and surfacing: Road grading, repair or improvements based on environmental or weather-related impact necessary to ensure accessibility and personnel safety.
- v. Generators: Replacement of generators, generator fuel tanks, electrical connectivity, or generator foundation/pad
- vi. FCC License purchase and engineering

G. Restoration of NGEN services and equipment due to damage caused by acts of God, earthquakes, war, acts of terrorism, fires, severe weather, floods, strikes, embargoes, or work performed on NGEN equipment by third parties not authorized by ITD to perform such work, will be performed at the current Time and Materials Service Rate.

## **8. ROLES AND RESPONSIBILITIES**

A. ITD.

- i. Responsible under this SLA for maintenance and operational support so that the System meets the standards as designed and tested per the final System Acceptance Test Plan (ATP). The system is operated and maintained by a cross-functional matrix team consisting of select members of the ITD staff.
- ii. Maintain a NGEN communications backhaul system which includes microwave, radio frequency and fiber optic systems and will provide preventative maintenance for the communications backhaul system at least

once a year, or as required. On an annual basis, ITD shall perform operational tests and alignments on the System backhaul network equipment to optimize and ensure the equipment meets OEM specifications.

iii. At times the System may need to be taken out of service to conduct required or emergency maintenance. It is the responsibility of ITD to make reasonable efforts to accommodate system utilization for a scheduled system outage. For scheduled maintenance, ITD staff will request approval of the outage at least 72 hours in advance of the time when the outage would occur and in accordance with the ITD Planned Request for Change (PRFC) process which include ITD and ECD management. In the event of “break/fix” emergencies, ITD may perform maintenance actions that will restore system operations and will notify Emergency Communications Shift Supervisor as soon as repairs are completed.

B. Radio Manager. The Radio Manager has the authority to make decisions on issues related to the day-to-day operation of the System, and any urgent or emergency System operational or repair decisions, as permitted by this and all other memoranda of understanding or agreements.

i. The Radio Manager has direct responsibility for:

- All activities dealing with the operations support for portions of the shared System infrastructure that have been declared operational and transferred to an O&M responsibility, as approved by the NGEN Operations Board.
- Coordinating with the NGEN Operations Board to manage the operation of System to comply with specified parameters, service levels, and metrics defined in this SLA.
- Coordinating with the NGEN Operations Board to recommend policies, procedures, contracts, organizations, and agreements to provide the service levels defined in this SLA.
- Coordinating/cooperating with the NGEN Operations Board on processes and procedures to sustain/improve customer services. Associated processes and

procedures include access to sites; call desk procedures; service call reporting; escalation processes and rules; metrics for measuring user satisfaction and other critical components associated with providing user support; and sustaining and restoring operations to meet user needs.

- Coordinating with participating NGEN agencies to establish metrics and gather data that demonstrate compliance with this SLA.
- Reporting results and providing feedback on operational issues and metrics to participating NGEN agencies and the Operations Board on a regular basis.

ii. The Radio Manager has general responsibility for:

- Annual operations budget development for sustaining and operating the System.
- Development and implementation of quality control plans.
- Development of monthly O&M reports to include, at a minimum, system availability calculations and issues and concerns that require NGEN Operations Board input, response, and awareness.
- Directing resources to meet the operational needs of the Agencies, as stated in this SLA, and any other applicable contract statements of work and memoranda of understanding or agreements.
- Management of Service Delivery - This includes ensuring that all service entities utilized are properly trained, documented, and capable of responding to System service requirements.
- Technical management, operation, and oversight of the shared System infrastructure hardware and software, including ensuring that the System technology performance meets user operational needs.
- Transition Management - If new sites are added to the System, it will be the responsibility of the Radio Manager to work with the NGEN Boards to ensure

that consistent procedures are implemented for successful service transition. This responsibility includes developing customer support procedures and ensuring that an effective communications plan has been presented to all resources impacted by the transition.

- Tracking Service History - In addition to managing the System inventory by site, the Radio Manager is also responsible for tracking service history. This information will be managed on an ongoing basis and will be used to recommend upgrades to the System.
  - Acquiring New Equipment – the Radio Manager will assist users in ordering radio equipment and ensuring any equipment for use on the system is in compliance with configuration standards.
  - Attendance at NGEN project meetings, as requested, and with designated representatives of user groups or stakeholders, to understand new communication needs and to communicate System information, conduct fleet map work sessions, and address questions, complaints, or clarifications about the System and other topics.
  - Presentation, on a quarterly basis, or as requested, to the NGEN Operations Board, system details and information regarding performance, O&M issues, system trouble ticket statistics, and planned or ongoing System enhancements, modifications, or upgrades.
- iii. Technology Planning: The Radio Manager has responsibility for developing and implementing plans related to upgrade or enhancement of the System as follows:
- Work closely with the NGEN Operations Board to assist in developing a long-term technology plan. The Radio Manager will provide, on a scheduled basis (at least annually), a technology review and management presentation. This presentation will review current state of communications, considerations for planned upgrades or changes, and current or future technologies available for consideration.

- Keep abreast of new technology developments, advancements, announcements, standards, and operational best practices in NGEN-related technology.
- Meet periodically with NGEN Operations Board and appropriate user groups to discuss and evaluate new technology for applicability to the System. The Radio Manager will be present during System equipment testing or product reviews at the designated user facility and facilitate the test plan (if requested), check-off procedures and the sign-off documents.
- Evaluate changing technical and applicable NGEN mission requirements to recommend how the System can be used more effectively, and will develop a plan, in cooperation with the NGEN Operations Board, for the necessary modification of hardware/software of the existing wireless System equipment.

C. Radio Technician Support. This role will be shared by Radio Technicians working in the ITD Radio Shop and under the Radio Manager. This support tier will be required to translate system communication needs to technical requirements; to administer, install, maintain, manage, and repair Systems; and to maintain systems' integrity at specified functionality and performance levels, as required. Radio technicians have direct responsibility for:

- FCC frequency maintenance
- System database management for all member agencies and System equipment.
- Administration of all system control server systems of the System.
- Administration of and provision of radio support for County Radio Network systems in multiple sites, including systems interconnected with other public agencies that interact with one another; and recommending and coordinating technological standards for the System.
- Providing comprehensive system reports of the System status for the purpose of determining system loading by site, the technical integrity of each site, and notifying systems network personnel of any sites requiring maintenance based on



these diagnostic reports; using System databases to develop meaningful reports for presentation to ECD and the NGEN Operations Board.

- Consolidated Reporting - consolidating and presenting to users all required reporting data on an agreed-upon basis. This information includes repair service history, performance metrics, benchmarking data, and inventory management.
- Notifying the Radio Manager, or user of the System, about malfunctions that may affect the System.
- Managing the System database elements, including subscriber IDs, talk group IDs, and the various parameters that relate to their effective operation.
- Providing monthly reports to the Radio Manager on the operation of the System, System availability calculations, financial status, and any issues that need Radio Manager or higher review, input or decision.
- Conducting daily database backups.
- Providing inter-agency coordination and administrative activities.
- Collecting and reporting on system performance metrics.
- Monitor the System's and its components' normal operations.
- Participate in the diagnosis of System performance problems and the development of corrective action recommendations.
- Provide technical support and operational availability 24 hours/day, 365 days/year, as appropriate for Priority Category Severity Level.
- Respond to requests for technical support in accordance with required response times and performance levels.
- Advise users of procedures that will be used for System restoration or issue resolution.

- Provide timely information to the Radio Manager and user point of contact on any System issue that arises, or repair/maintenance issues related to common equipment.
- Provide 24x7 monitoring of the System.
- Provide labor to install and test software upgrades, for both corrective and enhancement purposes.
- Assist the Radio Manager with establishing and maintaining a comprehensive and accurate asset management system.

D. Technical Working Group. As established by the NGEN Services Agreement, the Radio Manager chairs the Technical Working Group and presents the decisions, analysis, and strategic input of the Technical Working Group to the NGEN Operations Board. The Technical Working Group shall be comprised of operations representatives from Parties and will assist the Radio Manager with radio system administration services which include, but are not limited to, the tasks listed below.

- Review system reports prepared by the Radio Manager for the purpose of determining systems loading by site, and the technical integrity and operational capability of each site.
- Assist with configuration and testing of subscriber units on the trunked system.
- Assist the Radio Manager with troubleshooting and investigation of system-related complaints.
- Assist the Radio Manager with subscriber equipment issues.
- Provide technical review of monthly system analysis prior to scheduled presentations to the NGEN Operations Board.

- Other tasks as identified.

## **8. PROCESSES**

- A. Incident Management. ITD ticketing system “ServiceNow” will be used by all support team levels (where approval and technical access has been granted) to record and track problem reports, inquiries or other types of calls received for support. This provides ITD with the ability to provide metrics with regard to this SLA. The System infrastructure support process includes Help Desk Technical Support, call taking/tracking, and dispatch operations. Participating NGEN agencies and personnel can contact the ITD Help Desk to request service, request information, or inquire on an open case by telephone at 831-796-1400 or can send an email ticket to support@co.monterey.ca.us.
- B. Asset Management. The ServiceNow Asset Management system will be utilized to track and manage System assets, including active and spare System equipment.
- C. The Radio Manager will report on system operations and issues on a quarterly basis to the NGEN Operations Board. Issues requiring action shall be prioritized and addressed by the Radio Manager, as directed by the NGEN Operations Board.
- D. The Radio Manager will provide system performance reports that are based on past and current operational and system data. Written status reports of ongoing projects or technical solutions shall be submitted to the NGEN Operations Board quarterly, or as required. The data will be presented graphically and will focus on system performance and fault management.
- E. The Radio Manager will provide recommendations to the NGEN Operations Board based upon trend analysis to improve availability, reliability, and serviceability of the system. Reports will be configured to indicate certain pre-designated parameters as directed by the NGEN Operations Board to prevent unauthorized access to System information. The Radio Manager will also utilize this information to make recommendations to the NGEN Operations Boards for improving network operations and improving cost-effective, proactive approaches to NGEN system maintenance and support. The information shall include, but be limited to:
- Baseline metrics to measure the “healthy” operation of the NGEN system (this is predicated on monitoring of the system to obtain the appropriate data).

- NGEN equipment, site, site link, or other failure trends.
- Early identification of NGEN system performance degradation.
- NGEN service-level performance information.