

**AGREEMENT BETWEEN THE BAY AREA REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY AND  
THE ALAMEDA COUNTY SHERIFF'S OFFICE**

This agreement is made and entered into on the date of signature by and between the Alameda County Sheriff's Office, herein after referred to as ("ACSO"), and the Bay Area Regional Interoperable Communications System Joint Powers Authority, herein after referred to as ("BayRICS").

**RECITALS**

WHEREAS, BayRICS wishes ACSO to furnish it with the necessary office and meeting space, equipment, supplies and staffing, which shall include a General Manager;

WHEREAS, ACSO is willing and able to assist BayRICS by providing a Management Consultant to staff the General Manager position, necessary office and meeting space, equipment, and supplies, technical assistance, and access to ACSO telephone system and voice mail;

WHEREAS, BayRICS is willing to reimburse the cost for all services provided by ACSO as described in this Agreement;

WHEREAS, ACSO and BayRICS recognize and acknowledge that although ACSO shall pursuant to this Agreement provide staffing, space, and services, to BayRICS, BayRICS is an independent agency and ACSO shall have not ability to control of influence any BayRICS action or staff recommendation.

NOW, THEREFORE, the Parties agree as follows:

**1. General Manager - Services to be Provided**

ACSO shall designate a full-time employee to the position of BayRICS General Manager. The position shall be subject to all normal labor contract provisions, Merit System Rules, and other ACSO policies as applicable. BayRICS may interview candidates and final selection shall be subject to BayRICS approval. The BayRICS General Manager shall report to the BayRICS Board and shall report directly to BayRICS on all BayRICS matters. BayRICS may not terminate the General Manager, but may request ACSO designate a different employee to the position of BayRICS General Manager. If so, ACSO, shall allow BayRICS to interview new candidates and select a new General Manager. The General Manager shall perform the following functions:

- a. Schedule meetings, prepare all agendas, staff reports, and minutes for the BayRICS Board of Directors and committee meetings, as well as maintain all public records as appropriate;
- b. Process all statutory filings and ensure that noticing requirements are met within required time frames;
- c. Under the BayRICS's direction, obtain and maintain appropriate insurance to ensure that the BayRICS member agencies, and Board members are appropriately covered;
- d. Under the BayRICS's direction, coordinate recruitment of legal counsel for the BayRICS, and ensure that legal counsel is included where appropriate on issues that impact the BayRICS.
- e. Develop, recommend and administer the yearly budget, and manage the BayRICS's finances, including securing required audits;

- f. Ensure that all member agencies have been appropriately charged and billed, and that funds have been collected for their participation in the BayRICS;
- g. Administer and enforce all system master agreements and end user service agreements;
- h. Serve as the single point of contact for day to day activities related to the BayWEB project implementation, and provide effective oversight to scope and schedule provided by vendor;
- i. Provide effective management of BayWEB project development in conformance with the regional Build, Own, Operate and Maintain (BOOM) agreement and Systems Funding Plan;
- j. Coordinate all BayWEB implementation activities with vendors and site owners, and resolve issues related to site access and use;
- k. Regularly publish information bulletins, project reports and updates, and information memorandums to the BayRICS's web site to ensure effective and complete transparency for all project related communications with the BayRICS stakeholders, vendors and public/private interests;
- l. Under BayRICS's direction, develop partnership agreements and commercial contracts, if required, for system backhaul links and intra-system and inter-system roaming services;
- m. Negotiate and administer all contracts approved by BayRICS including equipment acquisition and system backhaul links, ensuring adherence to statutory procurement requirements for BayRICS;
- n. Maintain regulatory compliance with all licenses and lease arrangements for radio spectrum and ensure compliance with all applicable Federal Communications Commission and other federal rules and regulations;
- o. Represent BayRICS on various local, state, and federal government committees that impact BayRICS mission;
- p. Work to obtain federal and state grants to support the construction and operations of BayRICS;
- q. Meet with non-member governmental agencies to promote their participation in BayRICS: Develop and maintain the BayRICS website, in a professional manner;
- r. Serve as the public information officer and point of contact for all media requests regarding issues related to the BayRICS;
- s. Assume responsibility for all employment practices including recruitment, testing, hiring, training, evaluation, and termination, as well as ensure adoption of the personnel practices of one of the member agencies;
- t. Make comprehensive assessments and recommendations that address interoperability and communications system strengths and weaknesses on a regional basis. With BayRICS's approval, establish discipline and/or geographically determined working groups to assist in making these assessments and recommendations;
- u. Other duties as assigned by the Board.

**2. Office Space, Equipment and Supplies**

- a. ACSO shall provide space suitable for BayRICS offices for the General Manager. ACSO shall also allow the use of one of its meetings rooms for BayRICS meetings, subject to availability. ACSO shall provide purchasing services for BayRICS, including solicitation and valuation of proposals for goods and services, issuance of purchase orders and/or development of purchase agreements, and processing of payment upon receipt of the purchased goods/services.

b. ACSO shall provide technical assistance in setting up computers, networking, and internet access services, including but not limited to, continued connection to the ACSO computer network.

c. ACSO shall provide connection to the ACSO phone system and voice mail.

**3. Payment; Invoices**

a. BayRICS agrees to pay ACSO the cost of the annual salary and employee benefits for one (1) Management Consultant to serve as the General Manager, including all ancillary or unexpected costs relating to the services of the Management Consultant to BayRICS, and the cost of all other services described in this Agreement. BayRICS shall conduct annual performance reviews, which may be provided to ACSO for its consideration in reviewing the performance and assignment of the General Manager. The costs for this position, which shall include the annual salary and all employee benefits shall not exceed \$230,483.00 during the term of this MOU, not including all unexpected or ancillary claims and expenses arising out of damage or destruction to property under this Agreement which shall be paid by BayRICS. This cost shall also compensate ACSO for the services provided in Section 2 of this Agreement.

b. ACSO shall submit invoices to BayRICS within 30 days after the close of each quarterly period, functional timesheets, and payroll documentation showing payment of salary.

c. Invoices should be sent to the following address:

Simone Webster, Treasurer  
Bay Area Regional Interoperable Communications System JPA  
1401 Lakeside Drive 12<sup>th</sup> Floor  
Oakland, CA 94612-4305

**4. Term of the Agreement; Termination**

a. The term of this Agreement shall be from June 1, 2013 to May 31, 2014. BayRICS shall have two (2) options to extend the term of this Agreement for up to one (1) year each extension, by mutual agreement of the Parties.

b. Either party may terminate this Agreement at any time during the term hereof, for convenience and without cause, with 60 days written notice of termination. The notice shall specify the date on which termination shall become effective. In addition, this Agreement may be terminated for cause upon 10 days written notice of termination.

c. In the event that this Agreement is terminated pursuant to this Agreement, BayRICS shall pay ACSO the pro rata amount for services provided up to the date of the termination of this Agreement.

**5. Indemnification**

To the fullest extent permitted by law, BayRICS shall indemnify, defend, and hold harmless ACSO and the County of Alameda, their agencies, departments, representatives, agents or employees from and against all claim, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), arising out of or resulting from the

performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is in any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving BayRICS of any obligation hereunder.

To the full extent permitted by applicable law, in no event will either party be liable for any indirect, incidental, consequential, special, and exemplary or punitive damages arising out of or related to this Agreement.

## **6. Notices**

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To ACSO:            Commander Dennis Houghtelling  
                         Alameda County Sheriff's Office  
                         Regional Training Center  
                         6289 Madigan Road  
                         Dublin, CA 94568  
                         Phone (925)-551-6985  
                         Fax: (925) 667-7764  
                         E-mail: dhoughtelling@acgov.org

To BayRICS:        BayRICS Chair  
                         4985 Broder Blvd.  
                         Dublin, CA 94568  
                         Phone (510) 272-6868  
                         Fax: (510) 272-3796

## **7. Governing Law**

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California.

## **8. Entire Agreement; Modifications**

This Agreement constitutes the entire agreement between the Parties. This Agreement shall not be modified, amended, altered or changed except in writing as herein provided. All agreements between the Parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. No change or waiver of any provisions hereof shall be valid unless made in writing with the consent of both Parties and executed in the same manner as this Agreement.

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Subject to the specific provisions of this agreement, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. Severability

The parties hereto agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

COUNTY OF ALAMEDA

BAY AREA REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

By: Keith Carson  
Signature

By: Anne Kronenberg  
Signature

Name: ~~Nate Miley~~ Keith Carson

Name: Anne Kronenberg

Title: President, Board of Supervisors

Title: Interim Chair

By: Gregory J. Ahern  
Signature

Date: May 9, 2013

Name: Gregory J. Ahern

Title: Sheriff-Coroner

Approved as to Form  
Donna Ziegler, County Counsel

By: Donna Ziegler  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Reviewed by County Risk Management

By: Karen Coole