



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: CEO/Office of
Emergency Services
Department No.: 990
For Agenda Of: 1 June 2010
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director(s) Michael D. Harris, Emergency Operations Chief, 560-1081
Contact Info: Joseph Guzzardi, Emergency Manager, 560-1081
SUBJECT: Professional Services Contract for a Study of the Interoperable Communications Capabilities for the Santa Barbara County Operational Area.

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

With funding from the Department of Homeland Security, approve a professional services contract, in an amount not to exceed \$120,000, with DELTAWRX Management Consultants to conduct a study of the communication systems within the Santa Barbara County Operational Area (SBOA), to inventory and evaluate current radio systems and determine the potential radio system(s) that may be employed to develop an interoperable communications system.

Summary Text:

The Santa Barbara County Office of Emergency Services (OES) has received approval from the California Emergency Management Agency (CalEMA) to expend \$120,000 of grant funds from the United States Department of Homeland Security on a study to analyze the disparate radio systems within the SBOA. The goal of the study to have an inventory of current radio systems and to analyze what system(s) may be optimal to the jurisdictions and agencies within the SBOA to develop in order to achieve interoperable communication system.

Background:

Over decades the United States developed elaborate radio systems designed to meet the needs of the various emergency disciplines. These systems were often designed around strict requirements governed by the Federal Communications Commission (FCC). The FCC established pre-designated frequencies and bands of frequencies designed to minimize interference from the various agencies.

While the systems in many ways improved communications amongst the disciplines, the systems also created operational difficulties between disciplines. For example, many law enforcement and fire agencies operate their radio systems on separate FCC approved frequencies. This lack of interoperability makes communicating on an incident difficult. The terrorist attacks of September 11, 2001, highlighted the inability of disciplines to communicate via separate radio systems. In addition, the exiting systems became overloaded on September 11th because of the large increase to the radio traffic from the World Trade Center incident.

As a result of the terrorist attacks, the FCC and the federal government in general, including the Department of Homeland Security, has recognized the need to develop interoperable communication systems using new technologies. This study is designed to be an initial step in identifying the local systems and conducting a needs/gap analysis that can be later used to solicit funding from federal resources.

This study seeks to conduct an inventory of existing jurisdictional and agency communication systems, examine the communication needs of the various disciplines (including communication needs for providing mutual aid outside the SBOA) and what technologies might be employed, similar to other strategic jurisdictional communication plans, to improve efficiencies, analyze costs and ensure operational functionality.

Performance Measure:

This study will be completed by February 2011. The study will consist of nine work plan tasks:

Task 1 - Conduct Project Planning Workshop

Task 2 - Review Existing Materials

Task 3 - Conduct Interviews and Focus Groups

Task 4 - Conduct Coverage Analysis

Task 5 - Document Current Systems

Task 6 - Develop Conceptual Design

Task 7 - Document Conceptual Design Analysis

Task 8 - Present Conceptual Design Report

Task 9 - Prepare System Recommendations

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal	\$ 5,000.00	\$ -	\$ 120,000.00
Fees			
Other:			
Total	\$ 5,000.00	\$ -	\$ 120,000.00

Narrative:

The funding for this project is from the United States Department of Homeland Security. Staff support costs are contained within the current 2009-2010 adjusted department budget and contained in the 2010-2011 proposed department budget. There are no additional General Fund costs associated with this project.

Staffing Impacts:

Legal Positions:
0

FTEs:
0

Special Instructions:

Please email a copy of a signed contract and one copy of a Minute Order to oes_admin@countyofsb.org, attn: Michael D. Harris.

Attachments:

Professional Services Contract with DELTAWRX.

Authored by:

Michael D. Harris

cc:

Michael Thayer, President, DELTAWRX
Santa Barbara County Homeland Security Approval Authority
Santa Barbara County Operational Area Council

Contract Summary Form:

Contract Number BC-10-135

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FYs: 2009-10 and 2010-11
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 990
D3. Requisition Number.....:
D4. Department Name: Office of Emergency Services (General County Programs)
D5. Contact Person: Michael D. Harris
D6. Phone.....: (805) 560-1081

K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose: Conduct and prepare a report addressing an interoperational operational area communications plan

K3. Original Contract Amount: \$120,000.00
K4. Contract Begin Date.....: 1 June 2010
K5. Original Contract End Date: 28 February 2011
K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

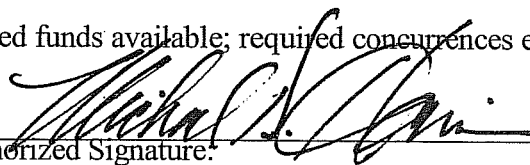
K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No): Yes
B2. Number of Workers Displaced (if any): 0
B3. Number of Competitive Bids (if any): Sixteen
B4. Lowest Bid Amount (if bid).....: \$58,849.00
B5. If Board waived bids, show Agenda Date.....: N/A
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶).....: Yes

F1. Encumbrance Transaction Code.....: 1701
F2. Current Year Encumbrance Amount.....: \$
F3. Fund Number.....: 0001
F4. Department Number: 990
F5. Division Number (if applicable).....:
F6. Account Number.....:
F7. Cost Center number (if applicable).....:
F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....:
V2. Payee/Contractor Name: DELTAWRX Management Consultants
V3. Mailing Address.....: 21700 Oxnard Street, Suite 530
V4. City State (two-letter) Zip (include +4 if known).....: Woodland Hills, CA 91367
V5. Telephone Number: (818) 227-9300
V6. Contractor's Federal Tax ID Number (EIN or SSN).....:
V7. Contact Person: Michael P. Thayer
V8. Workers Comp Insurance Expiration Date:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl):
V10. Professional License Number.....: #
V11. Verified by (name of County staff).....:
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : 19 May 2010 Authorized Signature: 

A Professional Services Contract for a Study of the Interoperable Communications Capabilities for the Santa Barbara County Operational Area.

**This project is funded to the Operational Area by a grant from the
Homeland Security Grant Program in Cooperation with the California State Emergency Management
Agency (Cal EMA) and the United States Department of Homeland Security.**

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and DELTAWRX Management Consultants (hereinafter CONTRACTOR) having its principal place of business at 21700 Oxnard Street, Suite 530, Woodland Hills, CA 91367 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Michael D. Harris at phone number (805) 560-1081 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael P. Thayer at phone number (818) 227-9300 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Michael D. Harris, Emergency Operations Chief
Santa Barbara County
Office of Emergency Services
105 East Anapamu Street, Suite 3
Santa Barbara, California 93101

Copy to: Jerry Czuleger, Deputy County Council
Santa Barbara County
105 East Anapamu Street, Room 201
Santa Barbara, California 93101

To CONTRACTOR: Michael P. Thayer, Partner
DELTAWRX Management Consultants
21700 Oxnard Street, Suite 530
Woodland Hills, California 91367

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on or after 1 June 2010 and end performance upon completion, but no later than 28 February 2010 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all

documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have

been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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COUNTY OF SANTA BARBARA

UNOFFICIAL COPY - NOT FOR DISTRIBUTION

COMMUNICATIONS STUDY

Agreement for Services of Independent Contractor between the County of Santa Barbara and DELTAWRX Management Consultants.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA


By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

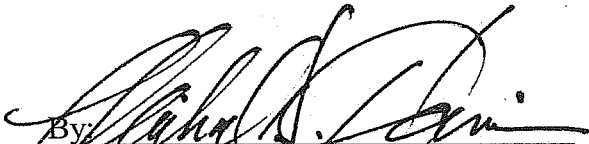
By: _____
Deputy


By: 
DELTAWRX Management Consultants

TaxID Number: 95-4818953

OFFICE OF EMERGENCY SERVICES
SANTA BARBARA COUNTY

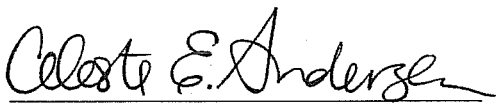
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Emergency Operations Chief

By: 
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL, JD

APPROVED AS TO FORM:
RAY AROMATORIO

By: 
Deputy County Counsel

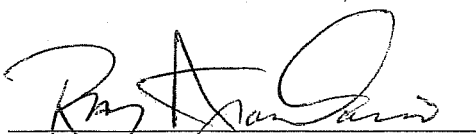
By: 
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

The CONTRACTOR shall perform the duties and functions as CONTRACTOR proposed in their “work plan”. The work plan is attached and incorporated by referenced as attachment “A-1”.

The timeframes for the incorporated attachment A-1, are delineated and agreed to hereunder (Task 1 through Task 9). Any modification to these timeframes is subject to the approval of the Emergency Operations Chief of the County of Santa Barbara and shall be approved/disapproved in writing.

Staff of the OES may assist the CONTRACTOR by inviting workshop participants to cooperative meetings and facilitating the relationships with the participating jurisdictions. OES shall make in introductory letter of CONTRACTOR to operational area jurisdictional leaders seeking their cooperation and support.

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ATTACHMENT A-1

DELTAWRX WORK PLAN

Task 1 - Conduct Project Planning Workshop – To initiate the project, CONTRACTOR will conduct a planning workshop with key stakeholders. The primary goal of this meeting is to have all involved parties discuss and agree upon the project objectives, timeline and deliverables. During the meeting, CONTRACTOR will discuss the work plan, project logistics and any challenges that may be anticipated during the project. Following the meeting, CONTRACTOR will work with the project team to identify contacts for each participating agency and a process for scheduling interviews. CONTRACTOR will also develop a strategy to ensure that the project team is provided with information on key project activities and status.

Task 2 - Review Existing Materials – CONTRACTOR will review information that is available on current radio communications systems and operations that will impact our assessment. Examples of the materials CONTRACTOR will review include:

- System manuals
- System design diagrams
- Site diagrams
- Coverage maps
- User reports on coverage or interference problems
- Infrastructure and user equipment inventories
- Planning documents
- Radio programming information
- Current usage patterns
- Land use impact studies
- Current and planned system and maintenance costs
- Financial budget objectives
- Memorandums of understanding
- Maintenance capabilities

In addition to these items, CONTRACTOR will review any other material that the COUNTY believes may provide insight into the project.

Task 3 - Conduct Interviews and Focus Groups – CONTRACTOR will conduct interviews and focus groups as a primary means of gathering information. CONTRACTOR will host open interview sessions at a location to be determined by CONTRACTOR and the COUNTY and invite the agencies included on the List of Agencies/Departments/Jurisdictions included in Bid 820007. In addition, CONTRACTOR will meet with agencies at their offices as needed.

During interviews CONTRACTOR staff will gather technical and operational radio system information. Such information includes user equipment, infrastructure, dispatch facilities, system coverage, capacity, reliability, functionality, and methods of interoperability. CONTRACTOR will provide questionnaires to project participants in advance of the interviews to help individuals prepare. In addition, CONTRACTOR will explain the project as well as the potential costs and benefits of different radio

ATTACHMENT A-1

DELTAWRX WORK PLAN

system alternatives. CONTRACTOR will work with the project team to schedule interviews with all participating agencies.

Task 4 - Conduct Coverage Analysis – During this task, CONTRACTOR will model coverage from existing agency radio sites in order to understand current radio coverage. CONTRACTOR will produce talk-in and talk-out propagation maps for mobile and portable coverage outdoors, and for portable coverage in buildings. The coverage maps will be produced with standard assumptions that reflect agency-owned equipment and radio sites.

CONTRACTOR will work with the County and participating agencies to fine tune the coverage predictions based on user experience. CONTRACTOR can also use their propagation tool to interactively change our coverage assumptions with the project team. In this manner CONTRACTOR can view, in near real time, the impact on coverage in order to test alternative hypotheses and system designs. This coverage model will be used to set the coverage requirements for the conceptual design so that additional site locations can be analyzed using 700 and 800 MHz frequencies.

The model CONTRACTOR will use is based on the Okumura propagation model and represents an enhancement of the equations presented in the TIA Working Group 8.18 paper entitled “On the Standardization of a Methodology for the Modeling, Simulation and Empirical Verification of Wireless Communications System Performance in Noise and Interference Limited Systems”. CONTRACTOR’s model uses the USGS data on land use and land clutter and is enhanced in the areas of environmental analysis and knife edge diffraction in rapidly changing terrain.

Task 5 - Document Current Systems – The results of the interviews and our analysis will be compiled and organized into a Current Systems Assessment report. This report will include a summary all system information gathered from participating agencies. It will also highlight their expressed level of interest in participating a in a modern, countywide radio communications platform.

A draft of the report will be delivered to the project team and distributed for review by participating agencies prior to acceptance. CONTRACTOR will make changes and conduct additional interviews as needed to ensure the development of an acceptable Current Systems Assessment.

Task 6 - Develop Conceptual Design – CONTRACTOR will develop a conceptual system design for a regional radio system. The baseline requirements for this conceptual system include use of 700 and 800 MHz frequencies, Project 25 interface standards, trunking technology, and meeting or exceeding current coverage, capacity, functionality, reliability and interoperability requirements as documented in the Current Systems Assessment. Part of the conceptual design will include a capacity analysis to determine the number of frequencies required given specific simulcast and multicast infrastructure configurations. The resulting frequency requirements will be compared to the available frequencies to assist with better understanding design constraints.

ATTACHMENT A-1

DELTAWRX WORK PLAN

The conceptual system design will consider upgrade or interface of dispatch center and control point equipment as needed to ensure the desired operational requirements are met. In addition, the conceptual design will consider alternatives to address issues identified with digital radios operating in high-noise environments and technical and operational techniques for maintaining reliable communications. CONTRACTOR will work with the project team to make assumptions or modify the baseline requirements to best meet the needs of expected project participants.

Task 7 - Document Conceptual Design Analysis – Once a conceptual design (or potentially multiple conceptual designs) has been completed, CONTRACTOR will document the system and resulting costs and benefits in a Conceptual Design Report. The Conceptual Design Report will review benefits of a modern radio system, as well as any limitations or challenges of the proposed design. The report will be inclusive of interface requirements, such as those of fire fighters, state and federal responders, local dispatch centers and administrative points. The report will also include a conceptual microwave site interconnection system and the costs to upgrade or build out existing connections.

Costs will be provided as an expected low and high range and will not assume any particular equipment vendor. Costs will include capital equipment, services related to an implementation, including procurement, design, installation and testing, as well as ongoing costs for sustaining the system. A draft of this report will be provided to the project team for review and feedback before broader circulation to the participating agencies.

Task 8 - Present Conceptual Design Report – Once the Conceptual Design Report is complete, CONTRACTOR will again meet with potential participants to present and review and report. The goal of these meetings will be to present the information, answer questions and ultimately gauge interest in developing such a system.

Task 9 - Prepare System Recommendations – Based on support from participating agencies throughout the County, CONTRACTOR will prepare recommendations for the future of radio communications. These will be practical recommendations that consider the interests of local agencies, budgetary constraints and pending regulatory drivers, such as narrowbanding and 700 MHz frequency availability. The recommendations, Current Systems Assessment and Conceptual Design Report will be combined into a Regional Communications Plan for the County. A draft of the plan will be submitted to the project team for review. Once CONTRACTOR obtains the sufficient input, CONTRACTOR will finalize our recommendations and submit a final Regional Communications Plan for Santa Barbara County so that stakeholder, project participants and grant sources can be aligned in planning for the future of local public safety communications. CONTRACTOR will present the final report to the project team or any other stakeholders deemed appropriate.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation at Selected Milestones

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$120,000.

B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

#	Task(s)	Milestone Description	Payment
1	Conduct Planning Workshop	Complete Planning Workshop	\$6,000
2	Review Existing Materials	Provide list of materials reviewed	4,000
3	Conduct Interviews/Focus Groups	Provide list of completed interviews/focus groups	20,000
4	Conduct Coverage Analysis	Provide workbook of coverage maps	15,000
5	Document Current Systems	Develop Current Systems Assessment Report	15,000
6	Develop Conceptual Design	None	0
7	Prepare Conceptual Design Report	Deliver Conceptual Design Report	30,000
8	Present Conceptual Design Report	Conduct review of Conceptual Design Report with potential participants	10,000
9	Prepare/Present System Recommendations	Provide Regional Communications Plan for the County	20,000
	Total		\$120,000

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory by COUNTY.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and

endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies.

A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.