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STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	FAS Vendor Code	SC	Dept. A	Contract Number ITD-21003		
ePro Vendor Number				ePro Contract Number		
County Department Innovation and Technology Department			Dept. ITD	Contractor's License No.		
County Department Contract Representative Adrian Danczyk			Telephone (909)388-0534	Total Contract Amount \$737,392.80		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 7/1/2021	Contract End Date 6/30/2026	Original Amount	Amendment Amount \$737,392.80	
Fund 4020	Dept. 120	Organization 040	Appr. 75	Obj/Rev Source 9800	GRC/PROJ/JOB No RADACCMaint	Amount \$737,392.80
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Radio Access & Maintenance			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			2021-22	\$147,478.56		2024-25 \$147,478.56
			2022-23	\$147,478.56		2025-26 \$147,478.56
Customer No. 6000-00ED			2023-24	\$147,478.56		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Rancho Cucamonga Fire District

Address

10500 Civic Center Drive

Rancho Cucamonga, CA 91730

Telephone

(909) 477 - 2770

Federal ID No. or Social Security No.

hereinafter called Customer.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I. SAN BERNARDINO COUNTY 800 MHz RADIO COMMUNICATION SYSTEM ACCESS

The 800 MHz Radio Communications System, hereinafter called System, is composed of two components known as the Backbone and Field Equipment. The Backbone is defined as that portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other via voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment, including Mobile Data Access Modems owned and maintained by the County. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios. Specific charges for the services provided under this Agreement are set forth in Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms, as attached hereto and herein incorporated.

A. System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the County of San Bernardino. Secondly, other governmental and safety related non-governmental users may be allowed access to the System as conditions warrant and as provided for by this Agreement. During a disaster, public safety users will receive priority in all areas, based entirely on emergency response responsibilities and access to the System by non-public safety users may be limited or suspended.

B. Backbone Operational Policies

Public safety and local governmental users shall have operational priority over all other users. In the case of a disaster, public safety users affected by the disaster shall have operational priority over all other public safety users, with County public safety users afforded the highest priority.

- 1) County has the final authority, at all times, to exercise discretionary control over the Backbone, and to otherwise manage Backbone traffic to ensure the ability of immediate-need public safety agencies to effectively communicate and for the overall benefit of all Backbone users. EXCEPT FOR GROSSLY NEGLIGENT ACTS OR OMISSIONS IN EXERCIZING ITS AUTHORITY UNDER THIS SECTION, THE COUNTY WILL HAVE NO LIABILITY WHATSOEVER FOR SYSTEM ALLOCATION DECISIONS.

C. Backbone Modification (Post Backbone Implementation)

- 1) The County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or users.
- 2) Costs for Backbone modifications made after the execution of this Agreement shall be assessed as follows:
 - (i) If the modification benefits all users, each user will bear the pro rata cost of the modification based on the user's derived benefit. Derived benefit shall be determined as a percentage based on the number of units that are in service by each end user divided by the total units being serviced by the Backbone infrastructure at the time the modification is made.
 - (ii) If the modification improves service only for users in a definable local area, all users in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance equally.
 - (iii) If the modification only applies to a specific subset of users, the subset of users that caused the modification shall share the costs of the modification its implementation, operation, and maintenance equally.
 - (iv) if the modification is requested by, and benefits only Customer, Customer shall bear the entire cost of the modification, its implementation, operation, and maintenance.
- 3) Customer acknowledges and agrees that the County is the sole decision-maker in determining the allocation of costs for all Backbone modifications.

D. Field Equipment

- 1) Customer shall, at Customer's expense and future financial liability, purchase and maintain its own Field Equipment.
- 2) Customer shall, at Customer's expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.
- 3) Customer is solely responsible for ensuring that the Field Equipment is compatible with the System.

E. Related Non-Governmental Users

- 1) At times, Customer's non-governmental users may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, Customer's non-governmental users may be allowed Backbone access. However, Customer's non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.
- 2) County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by new users.
- 3) County shall monitor non-governmental users of the Backbone. If the needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, Customer's non-governmental users may be required by the County to terminate their use of the Backbone.
- 4) Customer's non-governmental users will be removed in reverse order of their entry into the System, i.e., the last user to enter the System will be the first user to be removed unless any other Customer's non-governmental user voluntarily relinquishes access.
- 5) County will provide Customer ninety (90) days prior written notice of termination of access to allow Customer's non-governmental users to remove their equipment or transfer their operations to another communications system. At the expiration of the notice period, the Customer's non-governmental users will be denied access to the System.

F. Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this Agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County.

II. MEGAHERTZ RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County of San Bernardino Innovation and Technology Department (ITD) offers a number of 800 MHz radio and equipment maintenance services to public safety and local governmental agencies in the County of San Bernardino, as well as other governmental and safety-related non-governmental users. Services provided under this Agreement consist of 800 MHz Backbone radio equipment maintenance, 800 MHz mobile/portable radio equipment maintenance, Mobile Data Access Modems maintenance, 800 MHz radio dispatch equipment maintenance, and 800 MHz radio battery replacement. Specific charges for these services are set forth and attached hereto as Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms.

A. County Responsibilities in Providing Maintenance Services

If providing maintenance services to Customer, ITD:

- 1) Will maintain sufficient spare mobile radios to temporarily replace equipment that is removed from service for maintenance reasons;
- 2) Will remove, reinstall and maintain Customer-owned radios or other covered equipment that has become defective from normal wear and usage, as solely determined by ITD, and perform repairs at ITD or elsewhere as determined by ITD;
- 3) Will provide a two-hour response time from notification for problems with radio dispatch equipment and Backbone radio equipment, and reasonable response time during normal County work hours on normal County business days for maintenance of Mobile Data Access Modems, and mobile/portable radios with after-hours service available at premium rates;
- 4) Reserves the right to subcontract for all or part of services;
- 5) Assumes no liability for equipment failure in the field, or for any adverse consequences caused by such failed equipment;
- 6) Assumes no liability for failure to provide or delay in providing services, under this Agreement.

B. County Services Provided on a Time and Materials Basis

- 1) Service required due to Customer abuse or abnormal wear;
- 2) Service to correct attempts by Customer or unauthorized third parties to repair or modify equipment;
- 3) Facility electrical problems at Customer location(s) or vehicle electrical problems;
- 4) Services in addition to those identified above, to the extent feasible and cost-effective, as determined by ITD;
- 5) Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County-originated systems reconfigurations;
- 6) Replacement of accessories and consumable items, including batteries, antennas, and microphone cords;
- 7) Radio reactivations are processed within 5 business days after the request is received, and are billed for each serial number reactivated at one-half of the Board-approved hourly rate in effect at the time reactivation is ordered.

C. Customer Responsibilities

- 1) Customer shall procure its own Field Equipment and shall:
 - (i) Provide ITD with model and serial numbers of all equipment to be covered under this Agreement.
 - (ii) Designate an individual as the single point of contact for maintenance coordination.
 - (iii) Coordinate and schedule service requirements with ITD in advance whenever possible.
 - (iv) Advise ITD of all radio relocations or reassignments within their fleet, within 24-hours of relocation or reassignment.

- 2) It is Customer's sole responsibility to maintain a current inventory of its Field Equipment using the System and to approve and validate billing of that inventory. If Customer identifies discrepancies between billing and its inventory, a dispute notice should be sent by e-mail to isdfinance@isd.sbcounty.gov along with a justification and related documentation. If ITD determines that a charge was billed incorrectly, ITD will issue the applicable credit on the next monthly billing cycle.

III. EFFECTIVE DATE AND TERMINATION

This Agreement shall commence on **July 1, 2021**, hereinafter Effective Date. This Agreement shall remain in effect for five (5) years from the Effective Date, unless the County or the Customer, terminates the Agreement by giving sixty (60) days prior written notice to the other. County may, at its sole discretion, opt not to terminate its services until replacement services are identified and in place; however, in no event shall County's services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

IV. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth on Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms attached hereto. Services are provided and invoiced on a monthly basis starting on the Effective Date of the Agreement, or starting on the installation date, if applicable. Monthly payment shall be due upon receipt of invoice. If a change in service level is requested or required, County will provide to Customer a revised Exhibit A, incorporating such changes, which shall be signed by Customer and returned to County. Customer's subsequent invoice shall be adjusted in accordance with the changes, on a prorated basis, as necessary.

Exhibit A reflects the rates in effect at the execution of this Agreement. Any subsequent rate change shall become effective on July 1 of the County fiscal year (July 1 through June 30). County shall provide notice to Customer of rate change(s).

Customer's subsequent invoice shall be adjusted in accordance with the rate change(s). Checks shall be made payable to the County of San Bernardino.

Payment address is: Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

V. AGREEMENT AUTHORIZATION

Customer warrants and represents that the individual signing this Agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this agreement on the Customer's behalf.

VI. ASSIGNMENT

The Customer may not assign this Agreement nor any rights, licenses or obligations hereunder, and any such assignment shall be void and without effect unless the County approves the assignment in writing.

VII. DEFAULT

If the Customer does not make timely payment of amounts due under this Agreement or breaches any term or condition of this Agreement, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. County may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. The Customer hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Agreement. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

B. Insurance

Customer agrees to provide insurance set forth in accordance with the requirements herein. If Customer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Customer agrees to amend, supplement or endorse the existing coverage to do so.

- 1) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.
- 2) Waiver of Subrogation Rights – Customer shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Customer and Customer's employees or agents from waiving the right of subrogation prior to a loss or claim. Customer hereby waives all rights of subrogation against the County.
- 3) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 4) Severability of Interests – Customer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Customer and the County or between the County and any other insured or additional insured under the policy.

- 5) Proof of Coverage – Customer shall furnish Certificates of Insurance to ITD evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ITD, and Customer shall maintain such insurance for three (3) years after termination of the Agreement. Within fifteen (15) days of the commencement of this contract, Customer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- 6) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum Best Insurance Guide rating of A- VII.
- 7) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 8) Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by Customer.
- 9) Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- 10) Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Customer agrees to execute any such amendment within thirty (30) days of receipt.
- 11) Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
- 12) Without in anyway affecting the indemnity herein provided and in addition thereto, the Customer shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - (i) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Customer and all risks to such persons under this contract.
 - (ii) Commercial/General Liability Insurance –Customer shall carry General Liability Insurance covering all operations performed by or on behalf of Customer providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - a. Premises operations and mobile equipment
 - b. Products and completed operations
 - c. Broad form property damage (including completed operations)

- e. Explosion, collapse and underground hazards
 - f. Personal injury
 - g. Contractual liability
 - h. \$2,000,000 general aggregate limit
- (iii) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If Customer is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If Customer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (iv) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a dropdown provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

IX. TERMINATION OR SUSPENSION OF SERVICES

A. Immediate Suspension, Uncured Termination

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

- 1) Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such licenses and permits. Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 2) Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 3) Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.
- 4) Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System.

Customer understands that the County closely monitors the System and may perform periodic security audits.

- 5) Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. NEITHER COUNTY NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

B. Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

- 1) County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;
- 2) County determines, in its sole discretion, that Customer's use of the Services poses a threat to the security or performance of the System or to any of County's other users or suppliers;
- 3) County determines, in its sole discretion, that Customer's use of the Services is illegal;
- 4) County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;
- 5) Customer fails to make any payment when due; or
- 6) Customer breaches any of the other material terms and conditions in this Agreement.

X. GENERAL TERMS AND CONDITIONS

- A. Permits** - Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- B. Attorneys' Fees**. If any legal action is instituted to enforce any party's rights hereunder, each party agrees to bear its own attorneys' fees and costs regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section VIII(A)(a) Indemnification.
- C. Waiver** - No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- D. Validity** - The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- E. Caption and Paragraph Headings** - Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.

F. Exhibits - All Exhibits attached hereto, if any, are an integral part of this Agreement and are incorporated herein by reference.

G. Entire Agreement - This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This Agreement may be amended as County and the Customer mutually agree in writing. Any such amendment must be in a physical writing and manually signed by authorized representatives of the County and Customer.

H. Notifications - All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given: (a) Upon actual delivery, if given in person; (b) upon receipt, as evidenced by transmission confirmation, if sent by facsimile; (c) within three (3) days after deposit if sent via United States First Class mail, postage prepaid; or (d) upon receipt as evidenced by proof of delivery if sent by commercial overnight courier. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective parties may designate by written notice delivered pursuant hereto:

Customer: Rancho Cucamonga Fire District
 10500 Civic Center Drive
 City Hall Lower Level
 Rancho Cucamonga, CA 97370
 (909) 774-3003
 Attention: Michelle Cowles, Management Analyst II

County: County of San Bernardino
 Innovation and Technology Department
 670 E. Gilbert Street, First Floor
 San Bernardino, CA 92415-0915
 (909) 388-5555
 Attn: Administration Services

XI. INNOVATION AND TECHNOLOGY DEPARTMENT AUTHORIZATION

The County's Innovation and Technology Department, through the Chief Executive Officer or its Chief Information Officer or designee, is authorized to discharge all functions ascribed to County in this Agreement, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

County shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

CUSTOMER

 Larry Ainsworth, Chief Information Officer

(State if corporation, company, etc.)

Dated _____

By _____
(Authorized Signature)

Dated _____

Title _____

Address _____

Approved as to Legal Form

 Bonnie Uphold, Deputy County Counsel
 Date _____

Reviewed by Contract Compliance

 Date _____

EXHIBIT A

800 MHz RADIO COMMUNICATIONS SYSTEM ACCESS/PAGING SERVICES AND PAYMENT TERMS

PAYMENT SCHEDULE

Monthly Invoicing: County will invoice Customer monthly for services rendered.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Service(s)	No of Units	Monthly Unit Charge	Monthly Charge
Radio Access & Maintenance	226	\$54.38	\$12,289.88
Total Estimated Yearly Cost			\$147,478.56