



INFORMATION TECHNOLOGY SERVICES

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Mike Reed
Assistant Chief Information Officer

May 13, 2008

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

**SUBJECT: Approval of the Cost Adjustments for the Public Safety
Microwave/Radio Network Upgrade Project**

RECOMMENDED ACTIONS:

1. Approve and Authorize two cost adjustments for the existing public safety communications projects by: (1) adding a 15% contingency fund (valued at \$455,565) for the Sheriff's Two-Way VHF Radio Communication Network Upgrade; and (2) increasing the total cost of the Public Safety Microwave Network Upgrade from \$6,055,000 to \$8,738,749.
2. Authorize the Auditor-Controller to process the necessary accounting transactions to transfer appropriations and revenue upon project completion.
3. Approve and Authorize the County's Purchasing Agent to enter a contract/purchase order with Harris Stratex Networks Operating Corporation (an approved sole source vendor for this project) at a cost of \$4,055,191 (microwave equipment) and \$1,015,616 (service contract) totaling \$5,070,807 + tax within the 2007/2008 fiscal year.

FISCAL/MANDATES IMPACT:

Mandatory: No

Source of Funding: Borrowing through Tax Exempt Commercial Paper

Funding Match Required: N/A

Impact on Other Department(s): Fire and Sheriff will have ongoing costs of operation.

Summary of Revenue and Total Costs	FY 2007-08	FY 2008-09
Revenue: IT Network Services	\$ 5,500,000	\$ 6,731,414
Costs:		
Direct	\$ 5,500,000	\$ 6,731,414
Indirect-Dept		
Indirect – County CAP		
Total Cost	\$ 5,500,000	\$ 6,731,414
Net County Cost	\$ 0 -	\$ 0

See Appendix A for a breakdown of one-time versus ongoing costs.

Current FY 2007-08 Budget Projection for ITSD Network Services ISF Org 7230				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Expenditures	\$14,535,200	\$15,321,293	\$13,415,800	\$0
Revenue	\$13,985,000	\$13,985,005	\$12,434,700	\$0
Operating Gain/(Loss)	(\$550,200)	(\$1,336,288)	(\$981,100)	\$0

Related Board Letter

Subject to your approval of the recommended actions, a separate agenda item for the Board is being submitted by the Fire Protection District for their simulcast radio project (Item #17168) that, like the Sheriff's simulcast radio system, will use the upgraded microwave network to transport the communications signal from dispatch center to the simulcast transmitters. The simulcast radio system is a joint venture between the Sheriff's Department, the Fire Protection District, and IT Services. The IT appropriation for this joint project is \$3,347,149. This intergovernmental joint venture is governed by an oversight committee made up of the respective participating governmental entities and departments.

Discussion

The site discovery, engineering design, and the vendor selection phases of the Microwave/Radio Upgrade project have been completed for:

- 11 existing microwave tower sites
- 5 new construction towers
- Support facilities upgrades at 8 of the 11 existing microwave tower sites.

It was necessary to complete these initial project preparation phases in order to discover the true costs associated with the Public Safety Microwave/Radio Network Upgrade project. The cost to complete these initial key phases and gather the necessary information and true project costs has been \$850,000 or 9.7% of the total cost of the overall project.

The original project estimates, as defined in Appendix A and Appendix B of the March 13, 2007, Board Letter, were developed and adopted on several unknown factors that could not be identified and accurately estimated at the time of the original board letter without the necessary work accomplished in the site discovery, engineering design, and the vendor selection phases.

As stated in the March 13, 2007, Board Letter, the proposed Public Safety Microwave/Radio Network Upgrade Project will provide for both upgraded and new microwave sites which will transport both Fire Protection District and Sheriff's Department radio communications back and forth from their respective dispatch centers to the newly expanded microwave sites. The Fire Protection District has already made significant improvements to its VHF radio system as part of the Board approved Communications Improvement Project. The Fire Protection District will formally request approval for the next phase, the implementation of simulcast radio technology, as part of this Board meeting.

The total cost for both recommended cost adjustments is \$3,139,314. The combined cost adjustment for both projects addressed in this Board Letter will be funded by the Information Technology Services Department (ITSD) through the use of Tax Exempt Commercial Paper. Repayment will occur through normal ISF billings to both the Sheriff's Department and the Fire Protection District. When completed and operational the ISF billing to the Sheriff will increase to \$148,384.12 per month and to the Fire District will increase to \$78,422.50 per month. Refer to Appendix A for the adjusted capital costs and recurring costs. These net increases assume a 5% cost of financing and include all ongoing ITSD supports costs as well as financing costs associated with the projects for FY 2008-09 assuming a project completion date of January 31, 2009.

Again, repayment by both the Sheriff Department and the Fire Protection District for the Public Safety Microwave Network Upgrade Project will occur over the next 15 years. Repayment for the Sheriff's Two-Way VHF Radio Communication Network Upgrade will occur over a period of 10 years, after which the above net ISF billing amount increases for the Sheriff's Department will decrease by \$69,962 per month for repayment years 11 to 15.

This item has been reviewed by the Fire Protection District, Sheriff's Department, County Executive Office, Auditor-Controller's Office, County Counsel, General Services Agency Procurement Services and the Information Technology Committee. The proposed method of financing has been reviewed and approved by the Finance Committee.

Please contact me at 654-3818 with any questions or additional information you require relative to this request.



Richard D. Jackson
Chief Information Officer

RDJ:lc

Attachments

Appendix A – Microwave/Radio Upgrade Project Final Costs
Contract #5657
Microwave/Radio Board Letter dated March 13, 2007
MOA, Appendix A and Appendix B (3/13/07 Board Letter)

cc: David Stoll – County Executive Office
Christine Cohen – Auditor-Controller
Robert Kwong – County Counsel
Rosa Cenicerros – GSA Procurement Services
Sheriff Bob Brooks – Sheriff's Department
Chief Bob Roper – Fire Protection District

IT SERVICES DEPARTMENT MICROWAVE/RADIO UPGRADE PROJECT FINAL COSTS

	10 Yr		15Yr		TOTAL	SEEKING APPROVAL		TOTAL	ADJUSTED COSTS		TOTAL
	RADIO	MICROWAVE	RADIO	MICROWAVE		RADIO	MICROWAVE		RADIO	MICROWAVE	
CAPITAL COSTS	3,037,100.00	6,055,000.00			9,092,100.00	455,565.00	2,683,749.00	3,139,314.00	3,492,665.00	8,738,749.00	12,231,414.00
RECURRING COSTS											
Equipment Maintenance	270,000.00	297,000.00							270,000.00	297,000.00	
Full Time Employee	125,000.00	368,000.00							125,000.00	368,000.00	
Debt Service	386,556.00				0.15	57,983.40			444,539.40		
	781,556.00	665,000.00				57,983.40			839,539.40	665,000.00	
Mountain Leases		153,600.00								153,600.00	
Radio storage Vaults		57,600.00								57,600.00	
Antenna and Dishes		120,000.00								120,000.00	
Debt Service		574,596.00					254,677.36	0.44		829,273.36	
		905,796.00					254,677.36			1,160,473.36	
Site Discovery, Engineering Design, and the Vendor Selection phases		850,000.00							850,000.00		
TOTAL REUCRRING COSTS - ANNUAL	781,556.00	1,627,462.67				57,983.40	254,677.36		839,539.40	1,882,140.03	
PAYBACK:											
ANNUAL	781,556.00	813,731.33	1,595,287.33			57,983.40	127,338.68	185,322.08	839,539.40	941,070.02	1,780,609.42
SHERIFF FIRE		813,731.33	813,731.33				127,338.68	127,338.68		941,070.02	941,070.02
	781,556.00	1,627,462.67	2,409,018.67			57,983.40	254,677.36	312,660.76	839,539.40	1,882,140.03	2,721,679.43
MONTHLY	65,129.67	67,810.94	132,940.61			4,831.95	10,611.56	15,443.51	69,961.62	78,422.50	148,384.12
SHERIFF FIRE		67,810.94	67,810.94				10,611.56	10,611.56		78,422.50	78,422.50
	65,129.67	135,621.89	200,751.56			4,831.95	21,223.11	26,055.06	69,961.62	156,845.00	226,806.62

CONTRACT #5657

This contract entered into this _____ day of _____, 2008, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and Harris Stratex Networks Operating Corporation, a wholly owned subsidiary of Harris Stratex Networks, Inc., hereinafter called "Contractor." Together the County and the Contractor shall be referred to as "Parties."

RECITALS

WHEREAS, the County has determined that there is a need for a reliable, state of the art digital microwave radio system for improved public safety communications; and

WHEREAS, the County Sheriffs Department and the Fire Protection District concur that a digital microwave radio system that interconnects the existing eighteen sites with microwave technology for voice and data transmission; and

WHEREAS, the Contractor is experienced and qualified to design, install and commission such a digital microwave radio system in the County; and

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of supplying radios and installation services for a turnkey microwave communication system hereinafter described.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the Parties agree as follows:

1. SCOPE OF WORK

Contractor shall provide and install all system components as detailed in EXHIBITS A and B, which are attached and incorporated herein by reference, including all necessary installation material to provide a turnkey Public Safety Microwave Network Upgrade system ("System") that meets all terms, conditions, and specifications hereunder.

2. COMPENSATION

Payment shall be made on presentation of three copies of an invoice to the Ventura County Information Technology Services Department ("IT Services") for goods and services supplied and accepted by County's contract administrator according to the costs attached hereto as Exhibit B and according to the terms hereunder.

County shall make payment to the Contractor as follows:

1. Ten percent (10%) of the total Contract amount upon approval of System design;
2. Ten percent (10%) of the total Contract amount upon start of System radio builds;
3. Ten percent (10%) of the total Contract amount upon Contractor's notice that the System radios are available to the County [?] for Factory Acceptance Test;
4. Fifty percent (50%) of the total Contract amount upon delivery of radios to the Contractor for installation;
5. Ten percent (10%) of the total Contract amount upon completion of System installation; and
6. The remaining total Contract amount is due and payable upon County's acceptance of the System as set forth in Paragraph 6 below or beneficial use of the System, whichever comes first.

3. PERFORMANCE PERIOD

The Contractor shall furnish and install the System as detailed in Exhibit B, which shall be ready for County use on or before the Installation Date specified in Exhibit A.

4. SITE PREPARATION

Contractor and County agree to abide by the terms and conditions for site preparation for the installation of the System as set forth in Exhibit A.

5. INSTALLATION AND DELIVERY DATES

- a. The Contractor shall install system listed in Exhibit B ready for use on or before the Installation Date specified in Exhibit A. Time is of the essence in this Contract.
- b. The County shall provide the Contractor access to the site for the purpose of installing the system prior to the Installation Date. The Contractor shall specify in writing to the County the time required to install the equipment.
- c. The Contractor shall determine that the system is ready for use, and operates in conformance with the manufacturer's published specifications. The Contractor shall then certify in writing that the system is installed and ready to be turned over to the operational control of the County. The Contractor shall also provide to the County appropriate documentation to

support the above certification, at which time the County will accept control of the system for the purpose of validating its installation and performance.

- d. Notwithstanding certification by the Contractor that the system has been installed and is ready for use, the system shall not be deemed installed within the terms of this contract until such installation is confirmed by the County through performance of tests mutually agreed to by both parties as being adequate for this purpose.

If the test is successfully completed, the system shall be deemed installed and ready for use as of the date of the Contractor's certification. The County shall immediately begin acceptance testing of the system in accordance with the provisions of Paragraph 6, and shall notify the Contractor in writing, within five working days, that the County concurs that the system was installed.

If the Contractor fails to successfully complete the test, the County shall be notified immediately of the failure, with written confirmation to be provided in not more than five working days. Control of the system shall immediately be given to the Contractor. The system shall not be deemed to be installed until the Contractor re-certifies such installation and the above-described test is successfully completed.

6. ACCEPTANCE TESTING

Acceptance testing is intended to ensure that the system provided hereunder operate in substantial accord with Contractor's technical specifications, is adequate to perform as warranted by Contractor, and evidences a satisfactory level of performance reliability, prior to its acceptance by the County. The following test and/or verification procedure will be required prior to final acceptance of the equipment.

a. Verification Step One

All system components will be signed for by authorized County personnel. Such acknowledgement of receipt will be given when system is received without evidence of mishandling. Step One will provide proof of delivery of all contract deliverable items.

b. Verification Step Two

When each deliverable item is installed, it will be checked for completeness and when stand alone operation is practical, such an operational test will be made. Authorized representatives of Ventura

County will sign off this test step. Non-system items such as documentation, training materials, etc., will be acknowledged as received.

c. Verification Step Three

Upon completion of installation, vendor will conduct a demonstration of the total system operation. This demonstration will be observed and successful compliance with the contract provisions will be acknowledged by authorized representatives of the County.

- d. If the system does not meet the standards of performance discussed in Paragraph 6a within ninety days after the start of the acceptance testing, the County shall have the option to request a replacement system, extend the performance period or terminate the order (or portions thereof) and seek relief as provided in Paragraph 24, "Rights and Remedies of County for Default". The County's option shall remain in effect until such time as the system meets the performance criteria, or 180 consecutive days after the start of the acceptance testing, whichever occurs first.
- e. System shall not be accepted by the County and no charges associated with such system shall be paid by the County until the system has satisfactorily completed the acceptance tests.
- f. Immediately upon successful completion of the acceptance tests, the County shall notify the Contractor in writing of acceptance of the system and authorize payment as listed in Exhibit A attached hereto.

7. TRAINING

The Contractor agrees to provide informal, "hands-on" instruction, as indicated on Exhibit B, to mutually agreed upon County personnel in the operation of the equipment, at no additional charge to the County, at mutually agreeable times prior to, or subsequent to, system installation, for purposes of familiarization with all system operation.

8. DOCUMENTATION

The Contractor agrees to provide to the County, at no additional charge, a reasonable number of all non-proprietary manuals and other printed materials, and up-dated versions thereof, which are necessary or useful to the County in its use of the system to be supplied hereunder.

9. WARRANTIES

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this agreement. Contractor represents that performance under this agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

Notwithstanding the manufacturer's system warranties as applicable, the Contractor shall warrant that all system supplied hereunder shall function in accordance with its published specifications for 1 (ONE) YEAR from date the County accepts the equipment. During such warranty period, all hardware/software repairs or deficiencies noted by the County shall be reported to the Contractor for resolve without any charge whatsoever to the County and within a reasonable period of time.

10. PATENT AND COPYRIGHT PROTECTION

The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the system supplied by the Contractor, or the operation of such system pursuant to a current version of Contractor-supplied operating software, infringes a United States patent or copyright.

The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:

- a. That the Contractor shall be notified within a reasonable time in writing by the County of any notice of such claim; and,
- b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

Should the system , or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright, the County shall permit the Contractor at its option and expense either to procure for the County the right to continue using the system , or to replace or modify the same so that they become non-infringing.

If, in the sole opinion of the County, the return of such infringing system makes the retention of other items of system acquired from the Contractor under this

contract impractical, the County shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such system and refund any sums the County has paid Contractor less any reasonable amount for use or damage. Such indemnity by the Contractor as to use of such system shall not apply to any infringement arising out of the use or in combination with other items where such infringement would not have occurred in the normal use for which the system was developed.

11. DATE COMPLIANCE

Contractor shall warrant and represent that its hardware, software, firmware products delivered or services provided under this contract shall be able to accurately process date data (including, but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations. Also, the supplier represents and warrants that all date calculations will be recognized and accommodated and will not in any way, result in hardware, software or firmware failure.

The County of Ventura, at its sole option, may require the Supplier, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein. Contractor shall remedy any breach of this warranty. Remedies available to the County under this warranty shall include repair or replacement or any component or deliverable product within sixty (60) calendar days after non-compliance is discovered and made known to Contractor in writing.

The obligations contained herein apply to products provided by the supplier, its sub-contractor or any third party involved in the creation of the products to be delivered to the County under this contract. Failure to comply with any of the obligations contained herein, may result in the County availing itself of all its rights under the law and under this contract including, but not limited to, its right pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in this contract, and are not subject to any disclaimer or warranty or limitation of the suppliers liability which may be specified in this contract, its appendices, its schedules, its annexes or any document incorporated in this contract by reference.

Date compliance problems shall not be considered an act of God.

12. TITLE TO EQUIPMENT

Title to the EQUIPMENT shall remain in the Contractor until such time as the

County makes full payment of the purchase price for the materials and services to be rendered under this Contract as well as any applicable taxes to the Contractor.

13. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

14. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

15. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County, its officer's

employees, agent and volunteers, and for such claims or litigation County agrees to defend, indemnify and save harmless Contractor, its board, officer, employees, agent and subcontractors.. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

16. INSURANCE PROVISIONS.

- A. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
 - 1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
 - 2. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsements.
 - 3. 60 Days Notice Cancellation Clause endorsement

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

17. TAXES

The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The County will only pay for any State or local sales or use taxes on the taxable services rendered or equipment, parts supplied to the County pursuant to this contract.

18. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms

of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

19. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

20. CONTRACT MONITORING

The County shall have the right to review the work being performed by the Contractor under this contract at any time during County's usual working hours. Review, checking, approval or other action by the County shall not relieve Contractor of Contractor's responsibility for the accuracy and completeness of the work performed under this contract. This contract shall be administered by the County's IT Services Department representative or his/her authorized representative.

21. EQUAL OPPORTUNITY

Contractor will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, gender or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

22. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and

the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

23. TERMINATION

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. Prior to the expiration of this contract, this contract may be terminated for the convenience of both parties by mutual consent.

The County may terminate this contract under the provisions of paragraph 26, "Rights and Remedies of County for Default".

24. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this contract.

25. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests to be kept as confidential shall not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

Contractor shall insure that such confidential information shall be kept confidential by her employees and/or independent subcontractors.

26. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

- a. In the event any equipment, software, or service furnished by the Contractor in the performance of this contract should fail to conform to the specifications therefore, the County may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected equipment, software, or service with others conforming to such specifications; provided that should the Contractor fail, neglect or refuse to do so the County shall thereupon have the right to

purchase in the open market, in lieu thereof, a corresponding quantity of any such equipment, software, or service and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in this contract and the actual cost thereof to the County.

- b. In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software, or service, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except as otherwise provided in Paragraph 14, "Force Majeure".
- c. In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- d. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

27. LIMITATION OF LIABILITY

County is expressly notified that under no circumstance shall Contractor be liable for (a) any special, indirect, incidental, punitive or consequential damages of any party, including third parties, even if such damages are foreseeable, or (b) loss of revenue, loss of profits, loss of business, loss of use, lost savings, or lost or corrupted data, or (c) losses resulting from system shutdown, failure to accurately transfer, read or transmit information, failure to update or provide correct information, system incompatibility or providing incorrect compatibility information or breaches in the system security even if Contractor has been advised of the possibility of such damage. This limitation shall apply to any claim or cause of action whether in contract or tort (including negligence, strict liability or breach of warranty). In no event shall Contractor's total liability to County or any party claiming through County exceed the actual sales price paid by County for any equipment or software supplied hereunder.

28. NOTICES

All notices required under this agreement shall be made in writing and addressed or delivered as follows:

TO COUNTY-

COUNTY OF VENTURA
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080

TO CONTRACTOR-

Harris Stratex Networks Operating Corporation
637 Davis Drive
Morrisville, NC 27560
Attn: Contracts Manager

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

29. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

30. MERGER CLAUSE

This Contract along with the following documents, which are incorporated into this agreement by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the

event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

- 1) This Agreement;
- 2) Exhibit A – Contractor's Services Statement of Work for Ventura County ISD/Fire Department (Ref. Equipment Spreadsheet NA-F05789)
- 3) Exhibit B – Contractor's Equipment List/Unit Price Spreadsheet/Quote

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

31. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

32. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

33. COMPLIANCE WITH LAWS

All work and materials shall comply with all federal and state laws, municipal ordinances, and directions of inspectors appointed by proper authorities. The Contractor shall obtain and pay for all permits and licenses required for the performance of the work, and shall post all notices required by law.

34. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF VENTURA

HARRIS STRATEX NETWORKS
OPERATING CORPORATION

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

March 13, 2007

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

**SUBJECT: APPROVAL OF THE COMMUNICATION NETWORK REPLACEMENT AND
PUBLIC SAFETY MICROWAVE NETWORK UPGRADE PROJECTS AND
ASSOCIATED MEMORANDUM OF AGREEMENT**

It is recommended that the Board:

1. Approve two public safety radio communications projects: (1) the Sheriff's Two-Way VHF Radio Communication Network Upgrade at a total estimated capital cost of \$3,037,100 and (2) the Public Safety Microwave Network Upgrade at a total estimated capital cost of \$6,055,000. The combined total amount for both recommended projects is \$9,092,100. This amount represents the complete project cost, including financing costs utilizing full up-front Tax Exempt Commercial Paper funding.
2. Authorize the Sheriff, the Fire Protection District Chief, and the County Chief Information Officer to enter into the attached Memorandum of Agreement (MOA) governing the project scope, ongoing maintenance costs and responsibilities, and debt repayment commitment for debt repayment period.
3. Authorize the Auditor-Controller to process the necessary accounting transactions to transfer appropriations and revenue as follows:

Budget Unit 7230 ISD Telecommunications:

INCREASE Fixed Assets (4000)	\$5,500,000
INCREASE Other Financing Sources (9800)	\$5,500,000

Budget Unit 1050 Capital Projects:

DECREASE Fixed Assets (4000)	\$5,500,000
DECREASE Other Financing Sources (9800)	\$5,500,000

FISCAL/MANDATES IMPACT:

Mandatory: No

Source of Funding: Borrowing through Tax Exempt Commercial Paper

Funding Match Required: N/A

Impact on Other Department(s): Fire and Sheriff will have ongoing costs of operation.

Summary of Revenue and Total Costs	FY 2006-07	FY 2007-08
Revenue: ISD Telecommunications	\$ 5,500,000	\$ 3,592,100
Costs:		
Direct	\$ 5,500,000	\$ 3,592,100
Indirect-Dept		
Indirect – County CAP		
Total Cost	\$ 5,500,000	\$ 3,592,100
Net County Cost	\$ 0 -	\$ 0

See Appendix A and B in the attached MOA for a breakdown of one-time versus ongoing costs.

Current FY 2006-07 Budget Projection for ISD Telecommunications ISF Org 7230				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/ (Deficit)
Expenditures	\$13,708,367	\$14,092,127	\$14,092,127	\$0
Revenue	\$13,126,720	\$13,126,720	\$13,126,720	\$0
Operating Gain/(Loss)	(\$581,647)	(\$965,407)	(\$965,407)	\$0

Related Board Letter

Subject to your approval of the recommended actions, a separate Board item on this agenda is being submitted by the Public Works Agency, Engineering Services Department for a consulting services contract to provide design and engineering services in support of these communication network projects.

Discussion

Due to the increase in population in Ventura County, including suburban and rural areas, the coverage of the County's current public safety radio communications

network is no longer adequate. Both the Fire Protection District and Sheriff's Department have Very High Frequency (VHF) radio systems. The area of coverage provided by this current system is depicted in grey in Figure 1 below.



Figure 1: Current Public Safety Radio Systems Coverage

The two proposed public safety radio communications projects, when combined with a third Two-Way VHF Radio Communication Project pending for the Fire Protection District, will significantly improve the area covered by upgrading 11 existing microwave tower sites and constructing 5 new towers and support facilities at 8 existing sites. As currently designed, the anticipated coverage of the upgraded system resulting, after completion of all three projects, will provide an expanded area of coverage depicted in grey in Figure 2 below.



Figure 2: Future Public Safety Radio Systems Coverage.

The proposed Sheriff's Two-Way VHF Radio Communication Network Upgrade Project will provide the Sheriff's department with new simulcast radio technology at its dispatch centers and 19 microwave sites, at an estimated total cost of \$3,037,100.

The proposed Public Safety Microwave Network Upgrade Project will provide for upgraded and new microwave sites, which will transport both Fire Protection District and Sheriff's Department radio communications back and forth from their respective dispatch centers to the newly expanded microwave sites. The Fire Protection District has already made significant improvements to its VHF radio system as part of the Board approved Communications Improvement Project. The Fire Protection District will return later this year to formally request approval for the referenced third project, implementation of simulcast radio technology for the Fire Protection District.

The combined total cost of \$9,092,100 for both projects will be funded by the Information Systems Department (ISD) through the use of Tax Exempt Commercial Paper. Repayment will occur through normal ISF billings to both the Sheriff's Department and the Fire Protection District. For FY 2007-08, the net increase to the Sheriff's Department for both projects is projected to be approximately \$40,603 per month or \$487,236 per year. The net increase for the Fire District, which will share 50% of the costs for the Public Safety Microwave Network only, is projected to be \$8,345 per month or \$100,145 per year. These net increases assume a 5% cost of financing and include all ongoing ISD supports costs as well as financing costs associated with the projects for half of FY 2007-08 assuming a project completion date of December 31, 2007. The projected charges will double starting in FY 2008-09 when ISD will begin charging for the entire year. The related debt service is \$56,155 per month for the Sheriff's Department and \$23,942 per month for the Fire Protection District.

Repayment by both departments for the Public Safety Microwave Network Upgrade Project will occur over the next 15 years. Repayment for the Sheriff's Two-Way VHF Radio Communication Network Upgrade will occur over a period of ten years, after which the above net ISF billing amount increases for the Sheriff's Department will decrease by \$65,130 per month for repayment years 11 to 15. These amounts again assume a cost of borrowing rate of 5%. Further detail on the capital and ongoing support and financing costs are included in Appendix A and Appendix B of the attached MOA.

The recommended MOA clarifies each project's scope, specifies the respective roles and responsibilities associated with each project, and commits the Fire Protection District, as a separate legal entity, to ongoing participation in the repayment for the project financing.

Funding of \$5.5 million was previously approved in Capital Projects (budget unit 1050) in the FY 2006-07 adopted budget. We are now returning to your Board for approval of the remainder of the project and to request transfer of the previously approved \$5.5 million from Capital Projects to ISD in order to begin work on the projects.

Board of Supervisors
March 13, 2007
Page 5 of 5

This item has been reviewed by the Public Works Agency, Fire Protection District, Sheriff's Department, County Executive Office, Auditor-Controller's Office, and Information Technology Committee, and approved by County Counsel as to legal form and sufficiency. The proposed method of financing has been reviewed and approved by the Finance Committee.

Please contact me at 654-5013 with any questions or additional information you require relative to this request.

J. MATTHEW CARROLL
Chief Information Officer

JMC:sn

Attachment:
Memorandum of Agreement

cc: David Stoll – County Executive Office
Christine Cohen – Auditor-Controller
Robert N. Kwong – County Counsel
Sheriff Bob Brooks – Sheriff's Department
Chief Bob Roper – Fire Protection District
Ronald Coons – Pubic Works Agency

**MEMORANDUM OF AGREEMENT BETWEEN THE SHERIFF'S
DEPARTMENT, THE FIRE PROTECTION DISTRICT, AND THE
INFORMATION SYSTEMS DEPARTMENT IN SUPPORT OF THE
PUBLIC SAFETY MICROWAVE NETWORK UPGRADE AND THE
VHF RADIO COMMUNICATION NETWORK UPGRADE**

This Memorandum of Agreement (MOA) is made and entered into this ____ day of _____, 2007, by and between Ventura County Information Systems Department (ISD), Ventura County Sheriff's Department (Sheriff), and the Ventura County Fire Protection District (Fire), collectively referred to as Parties.

WHEREAS, the Parties have determined that the County's existing public safety radio communications network, which is comprised of the Sheriff's Two-Way VHF Radio Communication Network and the Public Safety Microwave Network (collectively referred to as the Radio/Microwave Upgrade Project), is inadequate to serve the growing needs of the expanding County population; and

WHEREAS, the Parties have determined that a public health, safety and welfare need exists to upgrade, replace or repair the existing public safety radio communications network in the County; and

WHEREAS, the Parties have determined that upgrades to the Sheriff's Two-Way VHF Radio Communication Network and to the Public Safety Microwave Network will significantly improve the area of coverage for both of these public safety radio communications networks; and

WHEREAS, the Parties have determined that the proposed Radio/Microwave Upgrade Project will also enable the County to comply with pending FCC regulations for these types of systems; and

WHEREAS, the Parties desire to cooperate in the funding and administration of the Radio/Microwave Upgrade Project.

NOW, THEREFORE, on the basis of valuable consideration set forth below, the Parties agree on the following terms and conditions for this MOA.

1.0 DEFINITIONS

- 1.1 FCC – The Federal Communications Commission is the federal government agency charged with regulating interstate and international communications by radio, television, wire, satellite and cable.
- 1.2 VHF - Very high frequency (VHF) is the radio frequency range from 30 MHz to 300 MHz, which are ideal for short-distance terrestrial communication, with a range generally somewhat farther than line-of-sight from the transmitter.
- 1.3 Public Safety Microwave Network (PSMN) is a partnership between the County of Ventura and County vendors or private contractors that designs, installs, licenses, and

maintains Public Safety Microwave Network communication system for the use and benefit of County public safety agencies.

1.4 Harris Constellation Microwave System – is a microwave communications system developed and provided by the Harris Corporation, the leading global provider of microwave equipment and services, which allows the County to switch to a higher-capacity infrastructure upon upgrading.

1.5 Digital Access Cross-Connect System (DACS) is a piece of telecommunications equipment (digital system) in which (a) access is performed by T-1 hardware architecture in private and public networks with centralized switching and (b) cross-connection is performed by D3/D4 framing for switching Digital-Signal-0 (DS-0) channels to other DS-0 channels.

1.6 Radio/Microwave Policy Group is an ad-hoc committee composed of the Sheriff, Fire Chief, County Executive Officer (CEO) and Chief Information Officer which will establish and oversee the governing policies and principles for the Radio/Microwave Upgrade Project.

1.7 Radio/Microwave Working Group is an ad-hoc committee composed of representatives from the Sheriff, Fire, and ISD which shall be subsidiary to the Radio/Microwave Policy Group and shall have primary responsibility for the design and implementation of the Radio/Microwave Upgrade Project. Establishing common standards for County two-way radio communication technology is also the responsibility of this Working Group.

2.0 TERM

2.1 The initial term of this MOA will be one year from the date this MOA is finally executed by all the Parties and the term will be annually reassessed thereafter.

2.2 A party to this MOA may withdraw from this MOA after the first year, but such withdrawal does not dismiss or absolve that party from its financial obligations to the Radio/Microwave Upgrade Project.

3.0 RADIO/MICROWAVE UPGRADE PROJECT DESCRIPTION

3.1 The Radio/Microwave Upgrade Project is a joint effort between the Sheriff, the Fire District, and ISD. All three organizations will participate in the project. In addition, outside vendors may be brought in to assist in the completion of the 19 microwave site backbone (Phase One) and Sheriff talk-in and talk-out phases (Phase Two).

3.2 Once Phase One is completed, the new Radio/Microwave backbone communications system will provide the infrastructure and support for all dispatch, tactical and emergency frequencies for Fire, the Sheriff and their associated partners, which may include, but is not limited to, AMR Ambulance, Lifeline Ambulance, Gold Coast Ambulance, Ojai Ambulance, City of Ventura Fire Department, City of Santa Paula Fire Department and the City of Fillmore

Fire Department. In addition, ISD may consider adding other public service and government agencies to the Radio/Microwave backbone communications system as determined by bandwidth requirements. The Fire District will be provided a dedicated T1 at each microwave site and have adds, moves and change authority for these circuits. ISD will be the supporting agency for any and all adds/moves/changes and interoperability of the Radio/Microwave backbone communications system.

- 3.3 There are currently no partner agencies for the Sheriff that will be positively impacted by this project. However, as ISD moves into Phase Two of this Radio/Microwave Upgrade Project there will be some minor enhancements on a limited number of agencies due to the voted repeat feature, in which the system can use the receiver coverage from more than one geographical location to the repeater and will vote the one with the best signal to be repeated.
- 3.4 There are currently no mutual aid and automatic aid partners for the Sheriff who would experience ongoing minor changes as a result of this automation project.
- 3.5 The majority of the impacts to these agencies will be felt by the Parties. The other organizations, if any, that may be impacted by the Radio/Microwave Upgrade Project may have only temporary, short term impacts if cooperative efforts are underway during Radio/Microwave Upgrade Project implementation
- 3.6 Although the full effect is yet to be determined, other Ventura County agencies are also expected to benefit from the new Radio/Microwave backbone communications network, including the Human Services Agency, District Attorney, Public Works, Probation and other agencies with radio transmission needs.
- 3.7 Phase One of the Radio/Microwave Upgrade Project will upgrade 11 existing identified Microwave sites and construct 8 new Microwave sites for a total of 19 proposed sites creating the new Radio/Microwave backbone communications network. In addition, the signal strength will be able to be measured across the network for strength of transmission, time for reception/transmission and completion of transmission. Phase One will also provide:
 - 3.7.1 A separate and dedicated DACS for the Fire Protection District at the Camarillo Fire Communications Center.
 - 3.7.2 A separate and dedicated channel bank for the Fire Protection District at every microwave site.
 - 3.7.3 A separate and dedicated T1 for the Fire Protection District at every microwave site.
- 3.8 Phases Two and Three will provide for two-way radio capabilities for deployed Sheriff and Fire personnel in the field. As the two-way capabilities are completed for each of these two phases, the signal strength, transmission time and signal

completeness will be measured to assure the project goals have been established. As these phases are completed, the coverage model can also be mapped to assure that the desired coverage goals for the new public safety network have been met.

4.0 PROJECTED CHARGEBACK COSTS

- 4.1 The Sheriff's Two-Way VHF Radio Communication Network Cost Estimates and the Public Safety Microwave Network Cost Estimates are in Appendix A and in Appendix B, respectively. Costs and charges consist of debt service and on-going support without any depreciation or accumulation for a replacement reserve.
- 4.2 The Sheriff's share of the Radio/Microwave Upgrade Project costs is \$66,471 per month for the first year, and \$132,941 for subsequent years until the satisfaction of the debt service. The total monthly cost of \$132,941 is calculated by adding the recurring costs of the two-way radio project (\$65,130), and half of the recurring costs of the Microwave Project (\$67,811). Only half of this cost will be charged in FY 2007-08 because the project will not be completed until the middle of that Fiscal Year. The monthly cost share amount will appear on the Sheriff's Department Fiscal Year 2007-08 Telecommunications ISF allocations, and will also replace the existing microwave allocation.
- 4.3 The Fire's share of the Radio/Microwave Upgrade Project costs is \$33,906 per month for the first year, and \$67,811 for subsequent years until the satisfaction of the debt service. Only half of this cost will be charged in FY 2007-08 because the project will not be completed until the middle of that Fiscal Year. The monthly cost \$67,811 is calculated by taking half of the monthly recurring costs, monthly support costs and monthly consulting costs for the Microwave project. Half of this amount, or \$33,906 will appear on the Fire District's Fiscal Year 2007-08 Telecommunications ISF allocations, and will also replace the existing microwave allocation.
- 4.4 Current vault charges (antenna/dish space, electrical and shelter for equipment, generator/batteries, and rack space) and depreciation schedule for existing repeaters and associated equipment are not included in Exhibit B, Schedule B.
- 4.5 Project Phase Three, Fire's Two-Way VHF Radio Communication Network upgrade, will be funded separately by Fire and supported directly by the Fire outside the scope of this MOA.

5.0 PSMN SITE IDENTIFICATION

- 5.1 County Sites: ISD in conjunction with Fire will assess the needs and cooperatively select the necessary sites for adequate and consistent coverage and communicate the site selections to the Radio/Microwave Working Group.
- 5.2 Camarillo Airport Site: Fire with the assistance of airport management will assess the needs and cooperatively select the necessary site for adequate and consistent coverage and communicate the site selections to the Radio/Microwave Working Group.

- 5.3 Adjustment to Sites: Any party (Sheriff, Fire, ISD) may request adjustments or changes they wish to make to sites with a written Change Request that must be approved by Sheriff, Fire, ISD, and the Radio/Microwave Working Group.

6.0 PROJECT MANAGEMENT

- 6.1 Project Management (PM) services for the construction portion of the Radio/Microwave Upgrade Project will be provided by the County's Public Works Agency, who will be engaged in all aspects of the construction of the PSMN upgrade project.
- 6.2 ISD with the PM will engage, interview, and select all required vendors that will perform the necessary planning, engineering, and construction of the selected sites.

7.0 RESPECTIVE RESPONSIBILITIES

7.1 ISD Support Personnel

A. Technical

- ISD Network Services will be responsible for both preventive and corrective maintenance for the Harris Constellation Microwave System as well as all other microwave equipment.
- ISD will maintain the DACS, or similar equipment, at all facilities with mapping of the Sheriff and Fire interoperability and miscellaneous radio channels.
- ISD will be responsible for the assignments within the DACS and will maintain current documentation at all sites.
- ISD will monitor all alarms and provide technical support on a 365/24/7 basis.
- ISD technicians will have access to all microwave/channel banks/equipment and at all sites without escort.

B. Administrative

- ISD will maintain and report on all financial records and analysis.

7.2 Fire Support Personnel

- Fire technicians will have access to all sites without escort.

7.3 Contractor Support

- All contractors must have a County of Ventura representative at each site for work that involves access into any shelter with radio equipment or tower climbing. In addition, contractors must have proof of liability insurance on file with agency manager.
- Contractors are to be escorted at all times on access roads and/or leased Areas.
- All RF frequency changes/additions at combined sites must go through an approved change management process with all the necessary approvals.

7.4 Radio/Microwave Working Group (RMWG)

- The RMWG will meet quarterly and oversee the project to ensure that the best interests of all agencies that will utilize this upgraded network will be met.

8.0 INDEMNIFICATION

8.1 Each party releases the other party to this MOA from all liability to itself, its officers, and employees for any claims, damage, or demands for personal injury, death, or property damage, arising from or related to this MOA.

8.2 It is expressly understood and agreed that there are inherent risks in the implementation of the PSMN and that each party assumes those risks by entering into this MOA. Although ISD is designated by this MOA to be the project point, each party understands and agrees that ISD will not be liable for any radio/microwave service disruptions due to failures out of the direct control of ISD.

9.0 NOTICE

All notices required by this MOA shall be provided to the following individuals:

TO: Bob Brooks – Sheriff
Ventura County Sheriff's Department
800 South Victoria Avenue
Ventura, California 93009

Bob Roper – County Fire Chief
Ventura County Fire Protection District
165 Durley Avenue
Camarillo, California 93010

J. Matthew Carroll - Chief Information Officer
Information Systems Department
800 South Victoria Avenue
Ventura, California 93009

In Witness Whereof the parties hereto have executed this MOA.

Date: _____

Date: _____

Bob Brooks
County Sheriff
Sheriff's Department

Bob Roper
County Fire Chief
Fire Protection District

Date: _____

J. Matthew Carroll
Chief Information Officer
Information Systems Department

APPENDIX A**Two-Way VHF Sheriff Radio Communication Network Cost Estimates****Summary of Costs**

Item	Description	Total Capital or Annual Cost
1	Capital Costs (see Schedule A)*	\$3,037,100
2	Recurring Costs (see Schedule B)**	\$781,556

Capital Costs - Schedule A

Item	Description (10 years or 120 reporting periods)	Units	Cost per Unit	Total Capital
1	Radio Communications	1	\$1,472,000	\$1,472,000
2	Simulcast Communication Upgrade	1	\$1,289,000	\$1,289,000
3	Contingency (10% of Capital)	1	\$276,100	\$276,100
Total Capital Costs				\$3,037,100

Recurring Costs - Schedule B

Item	Description	Units	Annual Costs	Total Monthly Costs
1	Equipment Maintenance (10% estimate)	1	\$270,000	\$22,500
2	Additional FTE for radio support	1	\$125,000	\$10,417
3	Debt Service (P & I - 10 years @ 5%) (Total Capital of \$3,037,100)		\$386,556	\$32,213
Total Recurring Costs			\$781,556	\$65,130

APPENDIX B

Public Safety Microwave Network Cost Estimates

Summary of Costs

Item	Description	Total Cost by Category
1	Capital Costs (see schedule A)*	\$6,055,000
2	Non - ISD Recurring Costs (see schedule B)**	\$905,796
3	ISD - Recurring Support Costs (see schedule C)***	\$665,000
4	Other Costs (see schedule D)*	\$850,000

Capital Costs - Schedule A

Item	Description (15 yrs or 180 reporting periods)	Units	Monthly Costs	Total Capital
1	Microwave Radios & Channel Banks	20	\$215,000	\$4,300,000
2	Microwave License Costs (FCC)	20	\$1,000	\$20,000
3	Microwave Towers and Tower Improvements	10	Various (\$5,000 - \$210,000 per site)	\$1,090,000
4	Microwave Site Structures and Improvements	4	Various (\$15,000 to \$100,000 per site)	\$145,000
5	Contingency (10%)	1		\$500,000
Total Capital Costs				\$6,055,000

Recurring Costs - Schedule B

Item	Description	Units	Costs	Total Monthly Costs	Total Annual Costs
1	Mountain Top Leases - Non County Sites	8	Various	\$12,800	\$153,600
2	Vault and Antenna (Dish) Costs - Non County Sites				
	Radio Storage in Vaults (2 per Site)	16	\$300	\$4,800	\$57,600
	Antenna and Dishes (2 per Site)	16	\$625	\$10,000	\$120,000
3	Debt Service (P & I - 15 years @ 5%)			\$47,883	\$574,596
	Total Capital \$6,055,000				
Sub Total Recurring Costs				\$75,483	\$905,796

APPENDIX B

ISD Support Costs - Schedule C

Account	Description	Total Amount	Est Monthly Costs
1000	Salaries and Benefits	\$368,000	\$30,667
2000	Services and Supplies for Network Maintenance	\$240,000	\$20,000
3000	Remaining Depreciation for Current MV Backbone	\$57,000	\$4,750
Total ISD Support Costs		\$665,000	\$55,417

Other Costs - Schedule D (Expanded in Years 1&2 From ISD's Budget)

Item	Description	Units	Total Cost	Monthly Recapture
1	Consulting on design and deployment	1	\$150,000	\$833
2	Consulting for implementation support	1	200,000	\$1,111
3	Contingency fund	1	500,000	\$2,778
Sub Total Recurring Costs			\$850,000	\$4,722