THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
22-838

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director
Telephone Number	(909) 387-0640
Contractor	Interagency Communications Interoperability System, Joint Powers Authority
Contractor Representative	Raymond Edey, Executive Director
Telephone Number	(818) 548-3151
Contract Term	09-14-2022 – 09-13-2027
Original Contract Amount	Non-Financial Agreement
Amendment Amount	----------
Total Contract Amount	Non-Financial Agreement
Cost Center	4430001000

Briefly describe the general nature of the contract:

Affiliation Agreement for wireless communications and maintenance with the Interagency Communications Interoperability System, Joint Powers Authority for access to its radio communications network for mutual aid and public safety operations for the period of September 14, 2022 through September 13, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Richard D. Luczak, Deputy County Counsel		Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date 8/31/2022	Date	Date 8/31/22

WIRELESS COMMUNICATIONS USE AND MAINTENANCE AGREEMENT BETWEEN ICI SYSYEM AUTHORITY AND SAN BERNARDINO COUNTY FOR PURPOSES OF REGIONAL MUTUAL AID ACCESS

THIS AGREEMENT, made and entered into this 14th day of September, 2022, by and between the Interagency Communications Interoperability System, Joint Powers Authority (ICI SYSTEM) and San Bernardino County, California ("Affiliate").

RECITALS

Whereas the ICI SYSTEM Member Agencies have built and maintain an infrastructure which provides for a wide area interoperable radio network; and

Whereas the ICI SYSTEM Cells have the technical ability and capacity to host additional radio units which may roam on its network and interoperate in times of emergency; and

Whereas Affiliate is a public safety entity that maintains wireless communications systems and devices compatible with the ICI SYSTEM network and desires to access the system for the express purpose of engaging in mutual aid public safety operations with Member Agencies; and

Whereas the definition, function, and general limitations of Affiliates is set forth in ICI SYSTEM Resolution 13-01 and subsequent and shall be adhered to by the Affiliate named herein.

NOW THEREFORE, the parties agree as follows:

1.0 TERM

The term of this agreement shall begin on the date set forth above, and shall continue for five years (the "Initial Term"). Either party, by notifying the other party in writing, may upon sixty (60) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. ICI SYSTEM reserves the right to immediately discontinue Affiliate access to the system in the event of any misuse or inappropriate employment of system resources.

2.0 DESCRIPTION OF SERVICES

2.1 Use of Talk Groups: ICI SYSTEM member agencies shall provide Affiliate use of specific talk groups within the trunked communications system. These talk groups shall only be used in Affiliate's course of business to enable Mutual Aid coordination when actually engaged in public safety operations directly with a Member Agency. Affiliate shall not utilize ICI SYSTEM talk groups for any other purpose. Access to ICI SYSTEM talk groups for purposes of internal Affiliate communications or other communications with a third party not engaged in mutual aid operations directly with a member agency is prohibited.

Restrictions on Use of Talk Groups: Affiliate shall access only those talk groups previously approved and assigned for Affiliate access. Any use of talk groups by Affiliate shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law. Talk groups shall only be employed while engaged in active mutual aid activities with an ICI agency.

3.0 PROJECT MANAGEMENT.

The ICI SYSTEM Executive Director or his/her designee shall serve as ICI SYSTEM project manager. Affiliate shall identify a Project Manager. The project managers shall be available to meet at a mutually agreed upon time and place to coordinate and review the use of the talk groups.

4.0 INDEMNIFICATION.

Affiliate agrees to indemnify, hold harmless, defend, and release ICI SYSTEM, ICI SYSTEM Members, their elected officials, officers, employees and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of services, equipment or materials provided under this Agreement, including but not limited to any failure of the communications system.

5.0 LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event will ICI SYSTEM, or its members, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if ICI SYSTEM or its Member has been advised of the possibility of such damages. In any case, ICI SYSTEM maximum cumulative liability and Affiliate's exclusive remedy for any claims whether in contract or tort or otherwise, arising out of or related to services or these terms and conditions will be limited to the amount actually paid by Affiliate to ICI SYSTEM for the services during the six months immediately preceding any such liability.

6.0 DISCLAIMER.

The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Affiliate's sole risk. ICI SYSTEM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET AFFILIATE'S REQUIREMENTS OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

7.0 GENERAL PROVISIONS.

7.1 Successors: Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only

the parties hereto but each and everyone of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto.

7.2 Assignment: Neither party shall assign, transfer or sell any of its rights or responsibilities under this Agreement. Any such purported assignment shall be void.

7.3 Compliance with Laws: Each party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable to the Property or the operations of the parties on the Property.

7.4 Force Majeure: If performance is prevented because of the occurrence of force majeure, act of God, epidemic, fire, casualty, lockout, labor condition, riot, war, blackout, air raid, air raid alarm, act of public enemy, order or decree of any governmental agency or tribunal, extraordinary delays, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension; provided, however, that if such suspension continues for a period of one (1) year, this Agreement shall terminate. Should this Agreement be suspended or terminate pursuant to this paragraph Affiliate, shall thereupon pay to ICI SYSTEM any debt then owing to ICI SYSTEM pursuant to this Agreement on the date of such suspension or termination.

7.5 Waiver; Remedies Cumulative: By entering this Agreement, no party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties of this Agreement.

7.6 Mitigation of Damages: In all situations arising out of this Agreement, the parties, shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

7.7 Governing Law: This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of the Los Angeles County.

7.8 Attorney Fees: If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall if it is in the interest of justice to do so, award the full amount of costs, expenses, attorney's fees paid or incurred in good faith.

7.9 Captions: The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

7.10 Authorization: Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.

7.11 Entire Agreement Between Parties: This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both parties.

7.12 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.13 Notices: For the purpose of notifying or contacting the other party relative to any matter concerning this Agreement, a party shall mail such notice to the party to be notified, by United States Mail, first class postage prepaid, addressed as follows:

ICI SYSTEM JPA Project Manager:
Raymond Edey, Executive Director
131 N. Isabel Street,4th Floor
Glendale, CA 91206
Office: (818)548-3151
REdey@icisystem.org

San Bernardino County, California Project Manager:
Sheriff/Coroner/Public Administrator
Department Information Systems Administrator-Technical Services Division
655 East Third Street
San Bernardino, CA 92415-0061

Copy to
San Bernardino County Sheriff/Coroner/Public Administrator
Bureau of Administration – Contracts Unit
655 East Third Street
San Bernardino, CA 92415-0061

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either party may change the specified person or address at which it is to receive notices by giving ten (10) days notice of such change to the other party in writing.

In recognition of the obligations stated in this Agreement, the parties have executed this agreement on the date indicated above.

Each person signing this Agreement represents that he/she is duly authorized and has the legal capacity to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request

ICI SYSTEM:		AFFILIATE:	
By Michael Ellis Michael Ellis (Aug 17, 2022 16:20 PDT)		BY	
Name	Michael Ellis	Name	Curt Hagman
Title	Chair, Governance Board	Title	Chairman, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy

BOARD OF SUPERVISORS SAN BERNARDINO COUNTY, CA