



Nick Bavaro, President, Councilmember, District 4
Mani Grewal, Vice-President, Board of Supervisor, District 4
Sue Zwahlen, City of Modesto, Mayor
Buck Condit, Board of Supervisor, District 1

3705 Oakdale Rd.
 Modesto, CA 95357
 Phone: 209.552.3900 Fax: 209.552.3950

CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION AGENDA

July 29, 2025

REGULAR MEETING
10:00 a.m.

City-County Administration Building
 1010 10th Street, Board Chambers-Basement Level
 Modesto, CA 95354
www.sr911.org/consolidated.shtm

The Consolidated Emergency Dispatch Agency Commission welcomes you to its meetings, which are held by announcement, and your interest is encouraged and appreciated.

PUBLIC COMMENT PERIOD: Matters under the jurisdiction of the Commission, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Commission for consideration. However, California law prohibits the Commission from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Consolidated Emergency Dispatch Agency Commission for Stanislaus Regional 9-1-1. Any member of the public wishing to address the Commission during the "Public Comment" period shall be permitted to be heard once for up to 5 minutes. Please complete a Public Comment Form and give it to the Clerk of the Commission.

The agenda is divided into two sections:

CONSENT CALENDAR: These matters include routine financial and administrative actions and are identified with an asterisk (*). All items on the consent calendar will be voted on as a single action at the beginning of the meeting under the section titled "Consent Calendar" without discussion. If you wish to discuss an item on the Consent Calendar, please notify the Clerk of the Commission prior to the beginning of the meeting or you may speak about the item during Public Comment Period.

REGULAR CALENDAR: These items will be individually discussed and include all items not on the consent calendar, all public hearings and correspondence.

CLOSED SESSION: Is the portion of the meeting conducted in private without the attendance of the public or press to discuss certain confidential matters specifically permitted by the Brown Act. The public will be provided an opportunity to comment on any matter to be considered in closed session prior to the Commission adjourning into closed session.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE COMMISSION ON A MATTER ON THE AGENDA: Please raise your hand or step to the podium at the time the item is announced by the Commission Chairperson. In order that interested parties have an opportunity to speak, any person addressing the Commission will be limited to a maximum of 5 minutes unless the Chairperson of the Commission grants a longer period of time.

BOARD AGENDAS AND MINUTES: Materials related to an item on this Agenda submitted to the Commission after distribution of the agenda packet are available for public inspection in the Commission Clerk's office at 3705 Oakdale Rd, Modesto, CA 95357 during normal business hours.

NOTICE REGARDING NON-ENGLISH SPEAKERS: Consolidated Emergency Dispatch Agency Commission meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Commission at (209) 552-3900. Notification 72 hours prior to the meeting will enable the Commission to make reasonable arrangements to ensure accessibility to this meeting.

- 1.0 Pledge of Allegiance
- 2.0 Public Comment Period
- 3.0 Consent Calendar
 - 3.1 Approve Minutes of May 28, 2025, Meeting
 - 3.2 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Independent Contractor Services Agreement with Continental Landscape, Inc. for Landscape Management, Maintenance and Services in an Annual Amount Not to Exceed \$10,000
 - 3.3 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with ESRI Inc. for ArcGIS Desktop Maintenance in an Annual Amount Not to Exceed \$3,475
 - 3.4 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Mission Critical Specialists, Inc. for SolarEdge UPS Maintenance and a One-Time Battery Replacement in an Annual Amount Not to Exceed \$37,382.50
 - 3.5 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a Five (5) Year Amendment to the Support Agreement with Tait North America, Inc. for Maintenance of the County-wide 800-Megahertz Public Safety Radio System in an Annual Amount Not to Exceed \$550,675.09
 - 3.6 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Holt of California for the Semi-Annual Planned Maintenance Services for the Emergency Generator Set in an Amount Not to Exceed \$10,000
 - 3.7 Authorize an Increase in Budgeted Appropriations in Account 63000 Professional and Special Services by \$56,000 to Reflect Increased Contract Pricing from Mission Critical Specialists, Inc. and Tait North America, Inc., Due to Updated Vendor Rates Exceeding Previously Budgeted Amounts

4.0 Informational

4.1 Update on the Stanislaus Regional 9-1-1 Central Square Computer Aided Dispatch (CAD) System Implementation

4.2 Dispatch Operations and Staffing Report

5.0 Commissioner Report

6.0 Correspondence

7.0 Adjournment

8.0 Closed Session:

The Executive Director's Annual Performance Review will be Conducted Pursuant to Government Code Section 54957



Commission Board

Buck Condit, Board of Supervisor, District 1
Sue Zwahlen, City of Modesto Mayor
Nick Bavaro, Councilmember, District 4
Mani Grewal, Board of Supervisor, District 4

3705 Oakdale Rd.
Modesto, CA 95357
Phone: 209.552.3900 Fax: 209.552.3950

CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION

MINUTES

May 28, 2025

**Regular Meeting Minutes
3:00 p.m.**

**City-County Administration Building
1010 10th St., Board Chambers-Basement Level
Modesto, CA 95354**

www.sr911.org/consolidated.shtm

Commission Members Present: Stanislaus County Board of Supervisor/President, Buck Condit; City of Modesto Mayor, Sue Zwahlen; Stanislaus County Board of Supervisor, Mani Grewal; City of Modesto Councilmember/Vice-President, Nick Bavaro

Meeting called to order at 3:02 pm by President Buck Condit.

1.0 Pledge of Allegiance to the Flag

2.0 Public Comment Period

None

3.0 Consent Calander

Commissioner Grewal moved to adopt the Consent Calendar; Commissioner Bavaro seconded. The motion carried unanimously, 4-0.

3.1 Approved the Minutes of October 23, 2024, Meeting

3.2 Authorized the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Professional Services Agreement with Jocelyn E. Roland, PH. D. for Psychological Screening and Counseling Services in an Annual Amount Not to Exceed \$21,00

3.3 Authorized the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Professional

Services Agreement with CORE Psychological Corporation for Psychological Screening Services in an Annual Amount Not to Exceed \$9,000

- 3.4 Authorized the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Agreement with Simpson Investigation Services Group for Background Investigation Services in an Annual Amount Not to Exceed \$20,000
- 3.5 Authorized the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Agreement with Rank Investigation and Protection Inc. for Background Investigation Services in an Annual Amount Not to Exceed \$20,000
- 3.6 Authorized the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Avtec, Inc. for the Radio Console System in an Amount Not to Exceed \$60,326.25
- 3.7 Approved the 2025 Bi-Annual Meeting Date for the Consolidated Emergency Dispatch Agency Commission

4.0 Regular Agenda

- 4.1 Conduct the Annual Appointment of President, Vice President, and Secretary to the Consolidated Emergency Dispatch Agency Commission Effective June 1, 2025

Motion to appoint Commissioner Bavaro as President, made by Commissioner Grewal, seconded by Commissioner Zwahlen, Approved 4-0 unan.

Motion to appoint Commissioner Grewal as Vice-President made by Commissioner Zwahlen, seconded by Commissioner Bavaro, Approved 4-0 unan.

Motion to appoint the Secretary to be Administered by Stanislaus Regional 9-1-1 Administrative Staff made by Commissioner Grewal, seconded by Commissioner Zwahlen, Approved 4-0 unan.

- 4.2 Consider the Approval of the Stanislaus Regional 9-1-1 Fiscal Year 2025/2026 Final Budget and Related Actions

Stanislaus Regional 9-1-1 (SR911) Business Manager Rajpreet Dhillon presented the final budget for Fiscal Year 2025/2026 and answered questions asked by the commission.

Public Comment:

- City of Hughson City Manager Dominique Romo pointed out some items of concern regarding the budget.
- Hughson Chief of Police Brock Dias expressed concerns about the recent budget increase, requesting that going forward there be clearer communication regarding such increases and that partner agencies be given opportunities to review and discuss the matter in advance.
- Stanislaus County Sheriff's Office, Captain Tori Hughes, expressed concerns about the cost allocation method used in the formula and how those costs are distributed to contract cities.

Motion to Approve the Stanislaus Regional 9-1-1 Fiscal Year 2025/2026 Final Budget and approve the 10% vacancy rate, and direct and approve any changes the commission chooses to make to the FY 25/26 budget and formally adopt the FY 25/26 final budget. Request SR911 staff to get in touch with Hughson staff and Sheriff's Office staff and discuss what deems an incident so that could be some cost savings measures for the City of Hughson made by Commissioner Grewal seconded by Commissioner Bavaro, Approved 4-0.

5.0 Informational

5.1 Executive Director Report

Young shared an update regarding staffing levels, call volumes, the phone system, and the CAD system.

6.0 Commissioner Report

Commissioner Condit congratulated Kasey Young (Young) for the progress made, emphasizing the importance of the number of deployable positions within the agencies. He acknowledged the hard work that has gone into achieving these improvements and expressed his appreciation.

Commissioner Zwahlen thanked Young for the report and the information, expressing appreciation for everyone's hard work at the agency. She emphasized their vital role in the community and hoped that everyone feels supported, especially during challenging situations.

7.0 Correspondence

None

8.0 Adjournment

Adjourned at 3:56 pm

ATTESTED: By Melissa Parikh, Consolidated Emergency Dispatch Agency Commission Clerk. *The above is a summary of the minutes of the governing board of the Consolidated Emergency Dispatch Agency Commission.*



Kasey Young, Executive Director

Vote Required: Yes No

AGENDA DATE: July 29, 2025

SUBJECT: Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute Retroactive Approval to July 1st, 2025, for a One (1) Year Independent Contractor Services Agreement with Continental Landscape, Inc. for Landscape Management, Maintenance and Services in an Annual Amount Not to Exceed \$10,000

DISCUSSION:

The Consolidated Emergency Dispatch Agency Commission (Commission) has an ongoing need for landscape management and maintenance services at the 3705 Oakdale Road facility. Continental Landscape, Inc. has been providing these services since 2018 and has consistently met the Agency's expectations. These services are essential to maintain a clean, safe, and professional exterior environment for staff, visitors, and the public.

The proposed agreement with Continental Landscape, Inc. will provide weekly mowing, seasonal pruning, fertilization, weed control, pre-emergent treatments, shrub trimming and other groundskeeping services as detailed in Exhibit A of the agreement.

The term of the agreement is from July 1, 2025, through June 30, 2026, not to exceed the amount of \$10,000. This is a split-cost agreement between Stanislaus Regional 9-1-1 and the Office of Emergency Services, as both agencies share the facility. The contract also allows for annual extensions, subject to written notice and available budget authority.

This agreement ensures the continued maintenance of the facility's landscape. The agreement is being presented for retroactive approval to July 1, 2025, to ensure continuity of services and to authorize payment for work already performed.

See the Attachment A-1 for details of the services that will be performed during Fiscal Year 2025-2026.

The agreement has been reviewed by the agency's Attorney and is approved to form.

FISCAL IMPACT:

The annual contract with Continental Landscape, Inc. is \$10,000 and will be funded by the Fiscal Year 2025/2026 Final Budget.

RECOMMENDATION:

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute Retroactive Approval to July 1st, 2025, for a One (1) Year Independent Contractor Services Agreement with Continental Landscape, Inc. for Landscape Management, Maintenance and Services in an Annual Amount Not to Exceed \$10,000.

CONTACT PERSON: Kasey Young, Executive Director
Stanislaus Regional 9-1-1, (209) 552-3903

ATTACHMENTS: A-1: Independent Contractor Services Agreement with Continental Landscape, Inc. (12 pages)

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the Consolidated Emergency Dispatch Agency, Stanislaus County OES/Office of Fire Warden ("the Agency") and Continental Landscape, Inc. ("Contractor") on July 1, 2025 (the "Agreement").

Recitals

WHEREAS, the Agency has a need for services involving landscape management, maintenance and services for its property located at 3705 Oakdale Road, Modesto, CA;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the Agency upon execution of this Agreement or receipt of the Agency's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of Agency. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the Agency. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to Agency all copyrights to such works. With the Agency's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the Agency desire to reuse the documents specified above and not use the services of the Contractor, then the Agency agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the Agency releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the Agency's request under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A**. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the Agency.

1.4 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Contractor represents and warrants that it will perform its work in accordance

with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from Agency any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the Agency's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The Agency will not pay any markup by Contractor on such travel expenses. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Contractor shall provide the Agency with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the Agency shall pay in full within 30 days of the date each invoice is approved by the Agency. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 Agency will not withhold any Federal or State income taxes or Social Security tax from any payments made by Agency to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. Agency has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 This Agreement shall commence on July 1, 2025 and shall terminate on June 30, 2026.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The Agency may terminate this agreement upon 30 days' prior written notice without cause. Termination of this Agreement shall not affect the Agency's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 Upon written notice to Contractor, the Agency may terminate this Agreement upon the occurrence of Contractor's bankruptcy or the sale of Contractor's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the Agency.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor - not the Agency - has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached **Exhibit B**.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Agency and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors. This obligation shall survive termination of this Agreement.

7.2 Contractor's obligation to defend, indemnify and hold the Agency and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of Agency. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Agency. Except as expressly provided in **Exhibit A**, Contractor has no authority or responsibility to exercise any rights or power vested in the Agency. No agent, officer or employee of the Agency is to be considered an employee of Contractor. It is understood by both Contractor and Agency that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of Agency.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to Agency only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to Agency's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to Agency under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

8.5 It is understood and agreed that as an independent contractor and not an employee of Agency, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a Agency employee, and do not have the right to act on behalf of the Agency in any capacity whatsoever as an agent, or to bind the Agency to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; and develop and implement budget procedures. In addition, the Contractors retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractor, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds Agency harmless from any and all claims that may be made against Agency based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing,

photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of Agency shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, Agency has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Agency's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. Agency has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of Agency. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of Agency.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or Agency shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To Agency:

Stanislaus Regional 9-1-1
Kasey Young, Executive Director
3705 Oakdale Road
Modesto, CA 95357

To Contractor:

Continental Landscape, Inc.
Joe Hendrex, Project Manager
5248 Tunson Road
Modesto, CA 95356

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor’s obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions -- California Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 Agency shall terminate any agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein and shall not enter into an agreement with any such individual or entity while the Order is in effect.

24.3 For agreements valued at five million (\$5,000,000) or more, Contractor shall provide a written report to the Agency regarding compliance with economic sanctions and steps taken in response to Russia’s action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to

Ukraine, while the Order is in effect.

25. Debarment

Contractor represents and warrants that neither Contractor nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any federal, state or local government or agency, nor has it been declared ineligible for the award of agreements by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s excluded parties list system. Contractor shall provide immediate written notice to the Agency if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the Agency, the Agency may terminate this Agreement.

26. Levine Act Disclosure Statement

Contractor shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**CONSOLIDATED EMERGENCY DISPATCH
AGENCY, STANISLAUS COUNTY OES/OFFICE
OF FIRE WARDEN**

CONTINENTAL LANDSCAPE INC.

By: _____
President
Consolidated Emergency Dispatch Agency
Commission
"Agency"

By: _____
Project Manager
Joe Hendrex
"Contractor"

APPROVED: BOS Resolution # _____

APPROVED AS TO CONTENT
Stanislaus Regional 9-1-1

By: _____
Printed name: Kasey Young
Executive Director

By: _____
Printed name: Erik Klevmyr
Director of OES/Fire Warden

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By: _____
Thomas E. Boze
County Counsel

EXHIBIT A

1. Scope of Work

The Contractor shall provide landscape management and maintenance services under this Agreement as set forth below.

- a) Mow lawns, blade edge all hardscape, chemically edge others.
 - i. Mowing shall be performed on a weekly basis from March 15th to November 15th, and every other week from November 16th to March 14th.
- b) Blow cuttings off walks, patio, curbs, drives.
- c) Weed control in planter beds-Excludes selective herbicides.
- d) Pre-emergent weed control in lawns- 2 applications; nutsedge excluded.
- e) Prune shrubs 4x yearly to maintain current size and shape; shrubbery over 8' excluded.
- f) Fertilize shrubs and lawns as needed; to be determined by Continental Landscape, Inc.
- g) Haul away all unsightly cuttings from our services.
- h) Trash in landscaped areas to be deposited in on site container; excludes any dumping.
- i) Adjust controllers seasonally.
- j) Maintain a log of each visit including date, time & work accomplished.

All services not listed above will be billed extra on an hourly basis. Pest management is not included in the Agreement; plant, insect, and gopher treatment can be done on a work order basis. All other pests will be sourced to a Pest Control company for treatment.

2. Compensation

The Contractor shall be compensated for the services provided under this Agreement in accordance with the following pricing schedule:

Years	Period Covered	Annual Payment	Monthly Payment
1	07/01/2025 - 06/30/2026	\$ 8,508.00	\$ 709.00

3. Limit of Expenditure

The parties hereto acknowledge the maximum amount to be paid by the Agency for services provided under the term of this Agreement shall not exceed \$10,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

4. Protection Of Existing Facilities

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractors personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

5. Safety Requirements

All Services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

6. Agreement Period

This shall be effective from July 1, 2025 or date of award; whichever is later, through June 30, 2028. The Agency reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one (1) year, provided that the Agency notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Agreement will be affected through an amendment to the Agreement. If the extension of the Agreement necessitates additional funding beyond that which was included in the original Agreement, the increase in the Agency's maximum liability will also be affected through an amendment to the Agreement and shall be based upon rates provided in the original Agreement and proposal.

7. Termination For Convenience

The Agency may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the Agency terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the Agency shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

8. Prevailing Wage

Any person performing labor in the execution of this Agreement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the County of Stanislaus.

In the event the Contractor pays any laborer or employee less than the established prevailing wage rate, the Agency will terminate the Agreement. In the event of such termination, Contractor shall be liable and assessed no less than established rate per day per violation.

9. Green Waste Disposal and Compliance

All green waste generated through the course of landscape maintenance shall be disposed of at a County-approved and licensed disposal site in compliance with all applicable local, state, and federal regulations. Contractor must comply with the following:

AB 939: Meet diversion requirements by ensuring all green waste is properly diverted from landfills as required under the California Integrated Waste Management Act.

SB 1383: Ensure green waste is recycled in accordance with State-mandated organic waste reduction targets, including the procurement of compost and mulch when applicable. Documentation of proper disposal may be requested by the Agency to verify compliance.

10. Licensing Requirement

The Contractor shall hold a valid and active California State Contractor's License in the C-27 classification (Landscaping) at all times during the term of this Agreement. Failure to maintain this license in good standing shall be grounds for immediate termination of the Agreement. A copy of the license shall be submitted to the Agency prior to the commencement of any work.

11. Invoice To

Invoices shall be submitted to:

Stanislaus Regional 9-1-1
Attn: Kasey Young
3705 Oakdale Road
Modesto, CA 95357



Kasey Young, Executive Director

Vote Required: Yes No

AGENDA DATE: July 29, 2025

SUBJECT: Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with ESRI Inc. for ArcGIS Desktop Maintenance in an Annual Amount Not to Exceed \$3,475

DISCUSSION:

The Consolidated Emergency Dispatch Agency Commission (Commission) utilizes ESRI's ArcGIS Desktop software for geographic information systems (GIS) applications critical to daily operations, planning, and public safety response. The Commission has maintained an active support agreement with ESRI, Inc. to ensure continued access to software updates, technical support, and maintenance services.

The proposed one (1) year support agreement with ESRI, Inc. is for Fiscal Year 2025–2026 in an amount not to exceed \$3,475. The agreement provides essential maintenance services including product upgrades, patches, and access to ESRI's technical support resources. The service dates for this agreement are through July 31st, 2025 to July 30th, 2026.

See the Attachment A-1 for details of the services that will be performed during Fiscal Year 2025-2026.

The agreement has been reviewed by the agency's Attorney and is approved to form.

FISCAL IMPACT:

The annual agreement with ESRI Inc. is \$3,475 and will be funded by the Fiscal Year 2025/2026 Final Budget.

RECOMMENDATION:

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with ESRI Inc. for ArcGIS Desktop Maintenance in an Annual Amount Not to Exceed \$3,475

CONTACT PERSON: Kasey Young, Executive Director
Stanislaus Regional 9-1-1, (209) 552-3903

ATTACHMENTS: A-1: Service and Support Agreement with ESRI Inc. (8 pages)



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 06/10/2025
To: Tina Graver
Organization: Stanislaus Regional 911
Stanislaus Regional 911
Fax #: 209-552-3950 **Phone #:** 209-552-3959

From: Heather Carmody
Fax #: 909-793-4801 **Phone #:** + 19093692314 Ext. 2314
Email: HCARMODY@ESRI.COM

Number of pages transmitted
(including this cover sheet): 3

Quotation #26280312
Document Date: 05/01/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York St
 Redlands, CA 92373-8118
 Phone: + 190936923142314
 Fax #: 909-793-4801

Quotation

Date: 05/01/2025 **Quotation Number:** 26280312

Stanislaus Regional 911
 Stanislaus Regional 911
 3705 Oakdale Rd
 Modesto CA 95357-0723

Attn: Tina Graver
Email: tinag@sr911.org
Phone: 209-552-3900
Customer Number: 20513

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Heather Carmody

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/31/2025 End Date: 07/30/2026 Subscription ID: 3673178774	3,475.00	3,475.00

Item Subtotal	3,475.00
Estimated Tax	0.00
Total	USD 3,475.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

Quotation

Page 2

Date: 05/01/2025 **Quotation No:** 26280312 **Customer No:** 20513

Item	Qty	Material#	Unit Price	Extended Price
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Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

Stanislaus Regional 9-1-1

Name: KASEY YOUNG Signature: _____ Title: EXECUTIVE DIRECTOR__ Date: _____

Consolidated Emergency Dispatch Agency Commission

Name: NICK BAVARO Signature: _____ Title: PREISIDENT_____ Date: _____

Stanislaus County Counsel

Name: THOMAS BOZE Signature: _____ Title: COUNTY COUNSEL_____ Date: _____

ESRI, Inc.

Name: _____ Signature: _____ Title: _____ Date: _____

Esri Maintenance and Support Program



This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, Self-Paced E-Learning, beta programs, and/or Esri User Conference registration ("**Maintenance**"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, Customers in the United States of America may purchase one or more of the following programs, collectively known as ("**Support Programs**"), which enhance the benefits of Maintenance.

- a. Premium Support Services ("**PSS**")
- b. Special Events Premium Support Services ("**SEPSS**")
- c. North America Regulated Industries Support ("**NORUS**")
- d. After Hours Support

For further details regarding the Support Programs, contact Esri or visit Esri's support web page at <http://support.esri.com/other-resources/SupportServices>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. "**Case**" previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee or Customer as defined in the Master Agreement or your signed Agreement with Esri.
- d. "**Customer Number**" means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- e. "**Esri Support Services**" means Esri support team.
- f. "**Hot Fix(es)**" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customers production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- g. "**Patch(es)**" means a single fix (see Hot Fix[es]) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- h. "**Premium LAC**" means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.

- i. **"PSS Case(s)"** means a Case that is opened as or elevated to PSS and/or SEPSS via Customer request or technical support's elevation process.
- j. **"Qualifying Product(s)"** means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- k. **"Self-Paced E-Learning"** means a collection of self-paced learning resources for the ArcGIS Platform, accessible from the Esri Training website.
- l. **"Software Updates"** means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.
- m. **"TAM"** means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

2.1 Payment. Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. All Maintenance and any Support Program(s) may be purchased in advance, with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial Support Program order at any time during a Maintenance term.

2.2 Term Expiration. Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("**Renewal Quote**"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and additional Support Program(s) due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration or have access to Support Program(s). If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Support Program(s) will end with the expiration of the Maintenance term.

2.3 Prorating Renewal Terms. If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and Support Program(s) (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

2.4 Reinstatement Fee for Past Due Renewals. Esri will reinstate Maintenance and Support Program(s) (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and Support Program(s) will be reinstated at the then-current pricing.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING

3.1 Esri User Conference Registration. During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

3.2 Self-Paced E-Learning. During the Maintenance term, Customers will receive access to Self-Paced E-Learning. Each individual must have an Esri account, a broadband Internet connection, and must be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

ARTICLE 4—TECHNICAL SUPPORT

4.1 Scope of Technical Support. During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) third-party software, hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

4.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement, site license agreement, or paid Support Program(s) subscription with Esri, Authorized Callers will be identified by name in the corresponding agreement or documentation.

4.3 Telephone, Chat, and Web Form. If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 9 below. Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.
- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

4.4 Esri Online Support Center and My Esri. Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

4.5 Technical Support Case Reporting/Logging. For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

4.6 Standard Technical Support Response Time. Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but requests for critical- and high-severity levels must be made via telephone.

Severity	Criteria	Response Time	Status Updates
Critical	<ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available 	Six (6) business hours	Esri will provide status every business day until closure of the Case.
High	<ul style="list-style-type: none"> ▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available 	Eight (8) business hours	Esri will provide status every business day until closure of the Case.
Medium	<ul style="list-style-type: none"> ▪ Causes a minor impact to business operations 	Two (2) business days	Esri will provide status every three (3) business days until closure of the Case.
Routine	<ul style="list-style-type: none"> ▪ Causes little or no impact to business operations 	Two (2) business days	Esri will provide status every five (5) business days until closure of the Case.

4.7 Resolution Time. After the Technical Support Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase PSS on an annual basis coterminous with Maintenance or SEPSS in blocks of one (1) month, three (3) months, six (6) months. Upon payment of PSS or SEPSS, Customer will receive all benefits described for in Article 4 above and additionally receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, (iv) request support cases 24 hours a day, 365 days a year, and (v) additional enhanced support and services.

5.1 Technical Account Manager. Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- a. TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- b. Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

5.2 Priority Case Management. Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases).

5.3 PSS/SEPSS Response Time. In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

ARTICLE 6—NORTH AMERICA REGULATED INDUSTRIES SUPPORT (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase NORUS on an annual basis that is coterminous with Maintenance. Upon payment of NORUS, Customers will receive technical support from technical specialists who

are confirmed US citizens located in the US and who will be the only technical specialists able to access Cases and Customer data created or collected by NORUS technical specialists.

ARTICLE 7—AFTER HOURS SUPPORT (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase After Hours Support on an annual basis that is coterminous with Maintenance. Upon payment of After Hours Support Customer will receive all benefits described in Article 4 above and the ability to request a support case 24 hours a day, 365 days a year. Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new Case, regardless of its severity level.

ARTICLE 8—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information of a similar nature. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee in writing. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

ARTICLE 9—CONTACTING ESRI

Esri Support Services

Web: <http://support.esri.com/>
Tel.: 909-793-3774
Toll-Free Phone: 888-377-4575, extension 2
Support Web Form: <http://support.esri.com/en/webform>
MyEsri: <http://my.esri.com>
Chat: <http://support.esri.com/en/webform-chat>

Esri Corporate Offices

Tel.: 909-793-2853
Fax: 909-793-5953
Email: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5
Email: service@esri.com
Web: <http://service.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays.



Kasey Young, Executive Director

Vote Required: Yes No

AGENDA DATE: July 29, 2025

SUBJECT: Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Mission Critical Specialists, Inc. for SolarEdge UPS Maintenance and a One-Time Battery Replacement in an Annual Amount Not to Exceed \$37,382.50

DISCUSSION:

The building's Uninterruptible Power Supply (UPS) provides a battery-backup power source for all emergency equipment within the emergency communications center, including the Computer Aided Dispatch (CAD) system, radio systems, and telephone systems, to prevent a lapse in public safety communications services. The UPS is designed as a fail-over when electric power is lost or interrupted to prevent down-time and/or power-spikes preventing damage to equipment. If the power is interrupted to the Center, the UPS is designed to provide power until the generator is running.

The proposed one (1) year support agreement with Mission Critical Specialists, Inc. for SolarEdge UPS Maintenance and one-time battery replacement is for Fiscal Year 2025–2026 in an annual amount not to exceed \$37,382.50

See the Attachment A-1 for details of the services that will be performed during Fiscal Year 2025-2026.

The agreement has been reviewed by the agency's Attorney and is approved to form.

FISCAL IMPACT:

The annual agreement with Mission Critical Specialists, Inc. is \$37,382.50 and will be funded by the Fiscal Year 2025/2026 Final Budget.

RECOMMENDATION:

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Mission Critical

Specialists, Inc. for SolarEdge UPS Maintenance and Battery Replacement in an Annual Amount Not to Exceed \$37,382.50

CONTACT PERSON: Kasey Young, Executive Director
Stanislaus Regional 9-1-1, (209) 552-3903

ATTACHMENTS: A-1: Service and Support Agreement with Mission Critical Specialists, Inc. (13 pages)

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the Consolidated Emergency Dispatch Agency ("JPA") and Mission Critical Specialists, Inc. ("Contractor") on February 15, 2026 (the "Agreement").

Recitals

WHEREAS, the JPA has a need for ongoing preventive maintenance services and one-time battery replacement for its SolarEdge UPS system located at 3705 Oakdale Road, Modesto, CA;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the JPA upon execution of this Agreement or receipt of the JPA's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of JPA. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the JPA. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to JPA all copyrights to such works. With the JPA's prior written approval, Contractor may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the JPA desire to reuse the documents specified above and not use the services of the Contractor, then the JPA agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the JPA releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the JPA's request under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A**. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the JPA.

1.4 Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. Consideration

2.1 The Contractor shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from JPA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the JPA's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The JPA will not pay any markup by Contractor on such travel expenses. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Contractor shall provide the JPA with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the JPA shall pay in full within 30 days of the date each invoice is approved by the JPA. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by JPA to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. JPA has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 This Agreement shall commence on February 15, 2026 and end on February 14, 2027.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The JPA may terminate this agreement upon 30 days' prior written notice without cause. Termination of this Agreement shall not affect the JPA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 Upon written notice to Contractor, the JPA may terminate this Agreement upon the occurrence of Contractor's bankruptcy or the sale of Contractor's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the JPA.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor - not the JPA - has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached **Exhibit B**.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the JPA and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors. This obligation shall survive termination of this Agreement.

7.2 Contractor's obligation to defend, indemnify and hold the JPA and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of JPA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of JPA. Except as expressly provided in **Exhibit A**, Contractor has no authority or responsibility to exercise any rights or power vested in the JPA. No agent, officer or employee of the JPA is to be considered an employee of Contractor. It is understood by both Contractor and JPA that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent

contractors and not employees of JPA.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to JPA only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to JPA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to JPA under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

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

8.5 It is understood and agreed that as an independent contractor and not an employee of JPA, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a JPA employee, and do not have the right to act on behalf of the JPA in any capacity whatsoever as an agent, or to bind the JPA to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; and develop and implement budget procedures. In addition, the Contractor retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractor, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds JPA harmless from any and all claims that may be made against JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of JPA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the JPA's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. JPA has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of JPA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of JPA.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or JPA shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To JPA:

Stanislaus Regional 9-1-1
Kasey Young, Executive Director
3705 Oakdale Road
Modesto, CA 95357

To Contractor:

Mission Critical Specialists, Inc.
Dawn Gallagher, Chief Executive Officer
6080 Enterprise Drive
Diamond Springs, CA 95619

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the

parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor’s obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions -- California Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 JPA shall terminate any agreement with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein and shall not enter into an agreement with any such individual or entity while the Order is in effect.

24.3 For agreements valued at five million (\$5,000,000) or more, Contractor shall provide a written report to the JPA regarding compliance with economic sanctions and steps taken in response to Russia’s action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

25. Debarment

Contractor represents and warrants that neither Contractor nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any federal, state or local government or agency, nor has it been declared ineligible for the award of agreements by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s excluded parties list system. Contractor shall provide immediate written notice to the JPA if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the JPA, the JPA may terminate this Agreement.

26. Levine Act Disclosure Statement

Contractor shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

CONSOLIDATED EMERGENCY DISPATCH AGENCY

MISSION CRITICAL SPECIALISTS, INC.

By: _____
President
Consolidated Emergency Dispatch Agency
Commission
"JPA"

By: _____
Dawn Gallagher
Chief Executive Officer
"Contractor"

APPROVED: BOS Resolution # _____

APPROVED AS TO CONTENT

Stanislaus Regional 9-1-1

By: _____
Printed name: Kasey Young
Executive Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel

By: _____
Thomas E. Boze
County Counsel

EXHIBIT A

1. Scope of Work

Contractor shall provide both (1) preventive maintenance services and (2) one-time battery replacement services for the SolarEdge 120kVA UPS system and associated battery units at the JPA's Modesto, CA facility.

- (1) **Preventive Maintenance Services:** The Contractor shall provide UPS and battery preventive maintenance services for the period of February 15, 2026 – February 14, 2027. Services shall include:
- a. Quarterly, Semi-Annual, and Annual UPS and Battery Preventive Maintenance
 - b. Emergency response availability 24/7/365
 - c. Management of warranty-related issues during the term of coverage
 - d. Labor and travel for remedial maintenance (excluding parts and major components)

All services will be conducted in accordance with the manufacturer's recommendations and Mission Critical Specialists' standard maintenance procedures, including detailed reporting, inspections, testing, and preventive servicing as outlined in the Agreement.

A full list of tasks and inspections included under this preventive maintenance agreement is attached hereto as Exhibit C and incorporated herein by reference.

- (2) **One-Time Battery Replacement Services:** The Contractor shall remove and replace sixty-four (64) CSB HRL12280W VRLA batteries supporting the UPS at the JPA's Modesto facility. MCS will remove and replace (Qty-64) batteries supporting UPS during an approved maintenance window. Installation will not require the UPS module be placed in bypass; load will remain on UPS during the replacement. MCS will perform the following:
- a. Remove and replace (Qty-64) batteries in UPS 1
 - b. Dispose and remove old batteries from site
 - c. Provide baseline Fluke readings to establish performance curve

2. Compensation

Preventive Maintenance Services (Annual UPS and Battery Maintenance)

- Annual Preventive Maintenance Fee: **\$9,566.00**
 - (Includes labor and travel for quarterly, semi-annual, and annual UPS and battery maintenance services. Parts and major components not included.)

One-Time Battery Replacement

- Components (64 CSB HRL12280W VRLA Batteries): \$14,848.00
- Labor: \$9,900.00
- Disposal: \$150.00
- Shipping & Handling (Estimated): \$1,600.00
- Sales Tax (Estimated @ 8.88%): \$1,318.50

Battery Replacement Subtotal: **\$27,816.50**

Total Contract Value: **\$37,382.50**

3. Limit of Expenditure

The parties hereto acknowledge the maximum amount to be paid by the JPA for services provided under the term of this Agreement shall not exceed \$37,382.50, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

4. Agreement Period

This shall be effective from February 15, 2026 or date of award; whichever is later, through February 14, 2027. The JPA reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one (1) year, provided that the JPA notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Agreement will be affected through an amendment to the Agreement. If the extension of the Agreement necessitates additional funding beyond that which was included in the original Agreement, the increase in the JPA's maximum liability will also be affected through an amendment to the Agreement and shall be based upon rates provided in the original Agreement and proposal.

5. Termination For Convenience

The JPA may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the JPA terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the JPA shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

6. Prevailing Wage

Any person performing labor in the execution of this Agreement shall be paid not less than the general prevailing rate of wages in private employment for similar work in the County of Stanislaus.

In the event the Contractor pays any laborer or employee less than the established prevailing wage rate, the JPA will terminate the Agreement. In the event of such termination, Contractor shall be liable and assessed no less than established rate per day per violation.

7. Invoice To

Invoices shall be submitted to:

Stanislaus Regional 9-1-1
Attn: Melissa Parikh
3705 Oakdale Road
Modesto, CA 95357

EXHIBIT C

Detailed Scope of Preventive Maintenance Services

Mission Critical Specialists, Inc. shall provide all quarterly, semi-annual, and annual UPS and battery maintenance tasks as outlined in their proposal. Covered services include but are not limited to:

SYSTEM MAINTENANCE SERVICES: MCS will provide maintenance services for the equipment covered under the terms and conditions of this agreement as described below.

Quarterly / Semi-Annual / Annual UPS Battery Maintenance Semi-Annual / Annual UPS Maintenance

Preventive maintenance shall be performed based on accessibility and customer's allotted maintenance window. Certain services may require systems to be de-energized and shutdown for proper inspections and PM's. As with all system PM's, the possibility exists that during the transfer of a system, conditions could occur which may cause an un-scheduled outage to the critical load. MCS will take all precautions necessary to eliminate the possibility of such an occurrence. In addition, MCS will provide a written Method of Procedure (MOP) two weeks prior to any scheduled maintenance activities.

Quarterly Battery Preventive Maintenance (QPM)

Upon customer approval, perform the following Battery QPM as they apply:

- ✓ Inspect room conditions, ambient temperature, and equipment access.
- ✓ Inspect the integrity of the battery rack/cabinet.
- ✓ Inspect for corrosion on all terminals and connections.
- ✓ Inspect each battery for cracks, leaks, and bulging of the jars.
- ✓ Measure and record battery string AC ripple milli-amp potential.
- ✓ Measure and record battery string AC ripple milli-volt potential.
- ✓ Measure and record battery string DC float potential.
- ✓ Measure and record individual battery DC volt potential.
- ✓ Measure and record cell internal impedance.
- ✓ Provide written reports on battery condition, battery room environment, and deficiencies and provide future recommendations.

Semi-Annual Battery Preventive Maintenance (SAPM)

Upon customer approval, perform the following Battery SAPM in addition to the QPM as they apply:

- ✓ Clean dust and debris from batteries, rack/cabinet.
- ✓ Torque inner-cell connections (10% of each string).

Annual Battery Preventive Maintenance (APM)

Upon customer approval, perform the following Battery APM in addition to the SAPM & QPM as they apply:

- ✓ Torque (10% each string) inner-cell connections.

Semi-Annual UPS Preventive Maintenance (SAPM)

Upon customer approval, perform the following UPS SAPM as they apply:

- ✓ Inspect room conditions, ambient temperature, and equipment access.
- ✓ Inspect for unusual noise or vibration.
- ✓ Check fan assemblies.
- ✓ Record system load and verify alarm status of the system.
- ✓ Verify airflow through the module.
- ✓ Verify and record available meter readings on the unit.
- ✓ Inspect air filters as needed.
- ✓ Inspect equipment for unusual heat, noise, and vibration.
- ✓ Inspect both AC and DC capacitors.
- ✓ Inspect power supplies.
- ✓ Verify alarm signals.
- ✓ Verify remote monitoring of alarms and signals with the client if applicable.
- ✓ Transfer to and from internal bypass.

Annual UPS Preventive Maintenance (APM)

Upon customer approval, perform the following UPS APM in addition to the SAPM as they apply:

- ✓ Inspect and replace air filters as needed.
- ✓ Inspect magnetics for signs of de-lamination or heat.
- ✓ Inspect wiring and conductors.
- ✓ Inspect all lugs and connections.
- ✓ Infra-scan internal components of UPS before shutdown.
- ✓ Calibrate equipment per manufacturer specifications.
- ✓ Verify DC float, recharge, and equalize voltage.
- ✓ Tighten all lugs and connections.
- ✓ Record DC bus reading and calibrate as needed.
- ✓ Inspect the Inverter section and circuits.
- ✓ Inspect the static switch.
- ✓ Test and verify UPS transfer logic.
- ✓ Perform transfers to and from external maintenance bypass.
- ✓ Test input fail operation and short-duration battery discharge.
- ✓ Upon placement of UPS to normal operational mode, verify and record output and float voltages.

ADDITIONAL MCS SERVICES AVAILABLE

- Power cable installation, de-installation, and inventory control services
- Power coordination studies and commissioning testing
- Turn-key Engineer Furnish & Installation services
- Power cable installation, de-installation, and inventory control services
- Power coordination studies and commissioning testing
- Turn-key Engineer Furnish & Installation services
- Thermal Division



Kasey Young, Executive Director

Vote Required: Yes No

AGENDA DATE: July 29, 2025

SUBJECT: Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute Retroactive Approval to July 1st, 2025 for a Five (5) Year Amendment to the Support Agreement with Tait North America, Inc. for Maintenance of the County-wide 800-Megahertz Public Safety Radio System in an Annual Amount Not to Exceed \$550,675.09

DISCUSSION:

In Fiscal Year 2015/16, the Consolidated Emergency Dispatch Agency Commission (Commission) approved the installation of a county-wide 800 Megahertz (800 MHz) radio system to provide reliable radio coverage throughout Stanislaus County, with a focus on the Highway 99 corridor. This system supports all public safety agencies within the County and allows for migration to modern digital communications technology. The initial system installation and services were purchased from Tait, Inc. The system was completed in June 2016. Subsequent annual support has been maintained through renewal agreements.

Following a strategic partnership announced on August 1, 2016, between Harris Corporation and Tait North America, Inc., Harris served as the support provider for several years. As of July 1, 2020, support and maintenance agreements transitioned back to being managed directly through Tait North America, Inc.

The proposed amendment extends the current maintenance agreement for an additional five (5) years, ensuring continued vendor support for the 800 MHz system through Fiscal Year 2029–2030. The agreement includes ongoing maintenance, monitoring, and technical support for the County-wide public safety radio infrastructure in an amount not to exceed \$550,675.09.

The amendment is being presented for retroactive approval to July 1, 2025, to ensure uninterrupted maintenance coverage and to authorize payment for services beginning at the start of the fiscal year.

See Attachment A for details of the services that will be performed during Fiscal Year 2025 – 2026.

The contract has been reviewed by the Agency's Attorney and is approved to form.

FISCAL IMPACT:

The five-year agreement with Tait North America, Inc. totals \$550,675.09, with funding for the first year included in the Fiscal Year 2025 – 2026 Final Budget.

RECOMMENDATION:

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute Retroactive Approval to July 1st, 2025 for a Five (5) Year Amendment to the Support Agreement with Tait North America, Inc. for Maintenance of the County-wide 800-Megahertz Public Safety Radio System in an Annual Amount Not to Exceed \$550,675.09.

CONTACT PERSON: Kasey Young, Executive Director
Stanislaus Regional 9-1-1, (209) 552-3903

ATTACHMENTS: A-1: Service and Support Agreement with Tait North America, Inc. (37 pages)

**FIRST AMENDMENT TO
TAIT NORTH AMERICA SUPPORT AGREEMENT FOR
STANISLAUS REGIONAL 911**

This Amendment is made this 18th day of July 2025 (the “Effective Date”), by and between **Tait North America, Inc.**, a Texas Corporation, with its registered offices at 1315 W Sam Houston Pkwy N, Ste. 140, Houston, TX 77043 (“Tait”) and **Stanislaus Regional 911**, with offices located at 3705 Oakdale Rd, Modesto, CA 95357 (“Company”), the parties to the Tait North America Support Agreement, effective July 1, 2025 (the “Agreement”).

The parties have reached an understanding regarding the Agreement, and by this Amendment reduce the understanding to binding form.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in the Agreement, the parties hereto mutually agree to amend the agreement as follows:

FIRST: TERM. The Term of the Support Agreement is renewed for a period of five (5) years effective for the period of July 1, 2025 through June 30, 2030.

SECOND: SUPPORT FEE. Section 7 (Support Fee) of Section A – Agreement Details is deleted in its entirety and replaced with the following - **Agreement Total = \$550,675.09**; the annual breakdown is shown in the table below:

	Service Advantage (TB9400 X 77)	Service Advantage (EOL Equipment)	Health Check	Travel Expenses (for Health Check)	Annual Total
YR6	\$88,505.48	\$4,500.00	\$9,157.50	\$2,500.00	\$104,662.98
YR7	\$91,160.64	\$4,500.00	\$9,157.50	\$2,500.00	\$107,318.14
YR8	\$93,895.46	\$4,500.00	\$9,157.50	\$2,500.00	\$110,052.96
YR9	\$96,712.32	\$4,500.00	\$9,157.50	\$2,500.00	\$112,869.82
YR10	\$99,613.69	\$4,500.00	\$9,157.50	\$2,500.00	\$115,771.19

The items covered by the Agreement are listed in Appendix B. This itemized list encompasses all products currently in service, which includes items from the original contract and any new items procured thereafter.

Except as amended herein, the Agreement will remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment.

AGREED:
Tait North America, Inc.

Signature: _____

Print name: _____

Title: _____

Date: _____

AGREED:
Stanislaus County Counsel

Signature: _____

Print name: THOMAS E. BOZE _____

Title: COUNTY COUNSEL _____

Date: _____

AGREED:
Stanislaus Regional 911

Signature: _____

Print name: KASEY YOUNG _____

Title: EXECUTIVE DIRECTOR _____

Date: _____

AGREED:
Consolidated Emergency Dispatch Agency Commission

Signature: _____

Print name: NICK BAVARO _____

Title: PRESIDENT _____

Date: _____

APPENDIX B – EQUIPMENT LIST / TRUNKING INVENTORY

VENDOR	INVOICE	DESCRIPTION	MODEL	SERIAL	ASSET TAG	SYSTEM	LOCATION	
Tait	P508100003	Tait/Repeater	TB9400	18165857	N/A	86217	800 Trunking	TSP
		Reciter	TBA40KA-PA00	18165589				
		PA	TBA90K2-0000	18165612				
		PMU	TBA30A0-0100	18165654				
Tait	P508100003	Tait/Repeater	TB9400	18165861	N/A	86218	800 Trunking	TSP
		Reciter	TBA40KA-PA00	18165758				
		PA	TBA90K2-0000	18165607				
		PMU	TBA30A0-0100	18165485				
Tait	P508100003	Tait/Repeater	TB9400	18165866	N/A	86219	800 Trunking	TSP
		Reciter	TBA40KA-PA00	18165595				
		PA	TBA90K2-0000	18165616				
		PMU	TBA30A0-0100	18165488				
Tait	P508100003	Tait/Repeater	TB9400	18165860	N/A	86220	800 Trunking	TSP
		Reciter	TBA40KA-PA00	18165759				
		PA	TBA90K2-0000	18165618				
		PMU	TBA30A0-0100	18165484				
Tait	P508100003	Tait/Repeater	TB9400	18165858	N/A	86221	800 Trunking	TSP
		Reciter	TBA40KA-PA00	18165760				
		PA	TBA90K2-0000	18165614				
		PMU	TBA30A0-0100	18165656				
P508100003	P508100003	Tait/Repeater	TB9400	18165859	N/A	86222	800 Trunking	Ceres
		Reciter	TBA40KA-PA00	18165586				
		PA	TBA90K2-0000	18165615				
		PMU	TBA30A0-0100	18165487				
P508100003	P508100003	Tait/Repeater	TB9400	18165865	N/A	86223	800 Trunking	Ceres
		Reciter	TBA40KA-PA00	18165761				
		PA	TBA90K2-0000	18165613				
		PMU	TBA30A0-0100	18164662				
P508100003	P508100003	Tait/Repeater	TB9400	18165795	N/A	86224	800 Trunking	Ceres
		Reciter	TBA40KA-PA00	18165592				
		PA	TBA90K2-0000	18165418				
		PMU	TBA30A0-0100	18165418				
P508100003	P508100003	Tait/Repeater	TB9400	18165864	N/A	86225	800 Trunking	Ceres
		Reciter	TBA40KA-PA00	18165757				
		PA	TBA90K2-0000	18165609				
		PMU	TBA30A0-0100	18165712				
P508100003	P508100003	Tait/Repeater	TB9400	18165796	N/A	86226	800 Trunking	Ceres
		Reciter	TBA40KA-PA00	18165588				
		PA	TBA90K2-0000	18165420				
		PMU	TBA30A0-0100	18164540				
Tait	P508100003	Tait/Repeater	TB9400	18165868	N/A	86227	800 Trunking	Turlock
		Reciter	TBA40KA-PA00	18165587				
		PA	TBA90K2-0000	18165608				
		PMU	TBA30A0-0100	18165710				
Tait	P508100003	Tait/Repeater	TB9400	181165867	N/A	86228	800 Trunking	Turlock
		Reciter	TBA40KA-PA00	18165590				
		PA	TBA90K2-0000	18165606				
		PMU	TBA30A0-0100	18165657				
Tait	P508100003	Tait/Repeater	TB9400	18165863	N/A	86229	800 Trunking	Turlock
		Reciter	TBA40KA-PA00	18165591				
		PA	TBA90K2-0000	18165610				
		PMU	TBA30A0-0100	18164559				
Tait	P508100003	Tait/Repeater	TB9400	18165869	N/A	86230	800 Trunking	Turlock
		Reciter	TBA40KA-PA00	18165594				
		PA	TBA90K2-0000	18165617				
		PMU	TBA30A0-0100	18165655				
Tait	P508100003	Tait/Repeater	TB9400	18165862	N/A	86231	800 Trunking	Turlock
		Reciter	TBA40KA-PA00	18165762				
		PA	TBA90K2-0000	18165611				
		PMU	TBA30A0-0100	18165611				

Tait	P50810003	Tait/Repeater	TB9400	18165788	N/A	86232	800 Trunking	MFD Sta 6
		Reciter	TBA40KA-PA00	18165401				
		PA	TBA90K2-0000	18165416				
		PMU	TBA30A0-0100	18165432				
Tait	P50810003	Tait/Repeater	TB9400	18165787	N/A	86233	800 Trunking	MFD Sta 6
		Reciter	TBA40KA-PA00	18165408				
		PA	TBA90K2-0000	18165415				
		PMU	TBA30A0-0100	18165429				
Tait	P50810003	Tait/Repeater	TB9400	18165785	N/A	86234	800 Trunking	MFD Sta 6
		Reciter	TBA40KA-PA00	18165404				
		PA	TBA90K2-0000	18165411				
		PMU	TBA30A0-0100	18165423				
Tait	P50810004	Tait/Repeater	TB9400	18165786	N/A	20220	800 Trunking	MFD Sta 6
		Reciter	TBA40KA-PA00	18165406				
		PA	TBA90K2-0000	18165417				
		PMU	TBA30A0-0100	18165431				
Tait	P50810004	Tait/Repeater	TB9400	18165784	N/A	20221	800 Trunking	MFD Sta 6
		Reciter	TBA40KA-PA00	18165402				
		PA	TBA90K2-0000	18165410				
		PMU	TBA30A0-0100	18165427				
Tait	P50810004	Tait/Repeater	TB9400	18165789	N/A	20222	800 Trunking	MFD Sta 9
		Reciter	TBA40KA-PA00	18165409				
		PA	TBA90K2-0000	18165412				
		PMU	TBA30A0-0100	18165463				
Tait	P50810004	Tait/Repeater	TB9400	18165792	N/A	20223	800 Trunking	MFD Sta 9
		Reciter	TBA40KA-PA00	18165400				
		PA	TBA90K2-0000	18165421				
		PMU	TBA30A0-0100	18165428				
Tait	P50810004	Tait/Repeater	TB9400	18165790	N/A	20224	800 Trunking	MFD Sta 9
		Reciter	TBA40KA-PA00	18165405				
		PA	TBA90K2-0000	18165413				
		PMU	TBA30A0-0100	18165461				
Tait	P50810004	Tait/Repeater	TB9400	18165791	N/A	20225	800 Trunking	MFD Sta 9
		Reciter	TBA40KA-PA00	18165403				
		PA	TBA90K2-0000	18165419				
		PMU	TBA30A0-0100	18165430				
Tait	P50810004	Tait/Repeater	TB9400	18165793	N/A	20226	800 Trunking	MFD Sta 9
		Reciter	TBA40KA-PA00	18165407				
		PA	TBA90K2-0000	18165414				
		PMU	TBA30A0-0100	18165426				
Tait		Tait/Repeater	TB9400	18369582	N/A	109944	800 Trunking	Newman
		PMU	T01-01103-NAAA	18369297				
		PA	TBA30A2-2100	18369365				
		Reciter	T01-01121-NBAA	18369510				
Tait		Tait/Repeater	TB9400	18369718	N/A	109945	800 Trunking	Newman
		PMU	T01-01103-NAAA	18368942				
		PA	TBA30A2-2100	18368982				
		Reciter	T01-01121-NBAA	18369541				
Tait		Tait/Repeater	TB9400	18369722	N/A	109946	800 Trunking	Newman
		PMU	T01-01103-NAAA	18369301				
		PA	TBA30A2-2100	18369518				
		Reciter	T01-01121-NBAA	18369537				
Tait		Tait/Repeater	TB9400	18369724	N/A	109947	800 Trunking	Newman
		PMU	T01-01103-NAAA	18369302				
		PA	TBA30A2-2100	18369542				
		Reciter	T01-01121-NBAA	18369695				
Tait		Tait/Repeater	TB9400	18369726	N/A	109951	800 Trunking	Newman
		PMU	T01-01103-NAAA	18368949				
		PA	TBA30A2-2100	18369538				
		Reciter	T01-01121-NBAA	18369693				
Tait		Tait/Repeater	TB9400	18369727	N/A	109952	800 Trunking	Newman
		PMU	T01-01103-NAAA	18369539				
		PA	TBA30A2-2100	18369653				
		Reciter	T01-01121-NBAA	18369694				

Tait		Tait/Repeater	TB9400	18369844	N/A	109953	800 Trunking	Newman
		PMU	T01-01103-NAAA	18366867				
		PA	TBA30A2-2100	18369699				
		Reciter	T01-01121-NBAA	18369752				
Tait		Tait/Repeater	TB9400	18369580	N/A	109954	800 Trunking	Riverbank
		PMU	T01-01103-NAAA	18369185				
		PA	TBA30A2-2100	18369341				
		Reciter	T01-01121-NBAA	18369363				
Tait		Tait/Repeater	TB9400	18369583	N/A	109955	800 Trunking	Riverbank
		PMU	T01-01103-NAAA	18369366				
		PA	TBA30A2-2100	18369475				
		Reciter	T01-01121-NBAA	18369511				
Tait		Tait/Repeater	TB9400	18369586	N/A	109956	800 Trunking	Riverbank
		PMU	T01-01103-NAAA	18369300				
		PA	TBA30A2-2100	18369368				
		Reciter	T01-01121-NBAA	18369514				
Tait		Tait/Repeater	TB9400	18369720	N/A	109957	800 Trunking	Riverbank
		PMU	T01-01103-NAAA	18369516				
		PA	TBA30A2-2100	18369535				
		Reciter	T01-01121-NBAA	18369649				
Tait		Tait/Repeater	TB9400	18369725	N/A	109958	800 Trunking	Riverbank
		PMU	T01-01103-NAAA	18368944				
		PA	TBA30A2-2100	18369544				
		Reciter	T01-01121-NBAA	18369692				
Tait		Tait/Repeater	TB9400	18369845	N/A	109959	800 Trunking	Riverbank
		PMU	T01-01103-NAAA	18368943				
		PA	TBA30A2-2100	18368977				
		Reciter	T01-01121-NBAA	18369753				
Tait		Tait/Repeater	TB9400	18369847	N/A	109960	800 Trunking	Riverbank
		PMU	T01-01103-NAAA	18368978				
		PA	TBA30A2-2100	18369473				
		Reciter	T01-01121-NBAA	18369747				
Tait		Tait/Repeater	TB9400	18369578	N/A	109961	800 Trunking	La Grange
		PMU	T01-01103-NAAA	18369333				
		PA	TBA30A2-2100	18369361				
		Reciter	T01-01121-NBAA	18369647				
Tait		Tait/Repeater	TB9400	18369581	N/A	109962	800 Trunking	La Grange
		PMU	T01-01103-NAAA	18369342				
		PA	TBA30A2-2100	18369364				
		Reciter	T01-01121-NBAA	18369648				
Tait		Tait/Repeater	TB9400	18369584	N/A	109963	800 Trunking	La Grange
		PMU	T01-01103-NAAA	18369367				
		PA	TBA30A2-2100	18369512				
		Reciter	T01-01121-NBAA	18369651				
Tait		Tait/Repeater	TB9400	18369587	N/A	109964	800 Trunking	La Grange
		PMU	T01-01103-NAAA	18369369				
		PA	TBA30A2-2100	18369515				
		Reciter	T01-01121-NBAA	18369652				
Tait		Tait/Repeater	TB9400	18369719	N/A	109965	800 Trunking	La Grange
		PMU	T01-01103-NAAA	18368981				
		PA	TBA30A2-2100	18369299				
		Reciter	T01-01121-NBAA	18369543				
Tait		Tait/Repeater	TB9400	18369721	N/A	109966	800 Trunking	La Grange
		PMU	T01-01103-NAAA	18369517				
		PA	TBA30A2-2100	18369536				
		Reciter	T01-01121-NBAA	18369650				
Tait		Tait/Repeater	TB9400	18369723	N/A	109967	800 Trunking	La Grange
		PMU	T01-01103-NAAA	18369519				
		PA	TBA30A2-2100	18369540				
		Reciter	T01-01121-NBAA	18369654				
Tait		Tait/Repeater	TB9400	18369579	N/A	109968	800 Trunking	Knights Ferry
		PMU	T01-01103-NAAA	18369340				
		PA	TBA30A2-2100	18369362				
		Reciter	T01-01121-NBAA	18369474				

Tait		Tait/Repeater	TB9400	18369585	N/A	109969	800 Trunking	Knights Ferry
		PMU	T01-01103-NAAA	18369370				
		PA	TBA30A2-2100	18369470				
		Reciter	T01-01121-NBAA	18369513				
Tait		Tait/Repeater	TB9400	18369840	N/A	109970	800 Trunking	Knights Ferry
		PMU	T01-01103-NAAA	18369049				
		PA	TBA30A2-2100	18369696				
		Reciter	T01-01121-NBAA	18369746				
Tait		Tait/Repeater	TB9400	18369841	N/A	109971	800 Trunking	Knights Ferry
		Reciter	T01-01103-NAAA	18369200				
		PMU	TBA30A2-2100	18369698				
		PA	T01-01121-NBAA	18369750				
Tait		Tait/Repeater	TB9400	18369842	N/A	109972	800 Trunking	Knights Ferry
		PMU	T01-01103-NAAA	18368068				
		PA	TBA30A2-2100	18369697				
		Reciter	T01-01121-NBAA	18369748				
Tait		Tait/Repeater	TB9400	18369843	N/A	109973	800 Trunking	Knights Ferry
		PMU	T01-01103-NAAA	18367669				
		PA	TBA30A2-2100	18368979				
		Reciter	T01-01121-NBAA	18369751				
Tait		Tait/Repeater	TB9400	18369846	N/A	109974	800 Trunking	Knights Ferry
		PMU	T01-01103-NAAA	18368980				
		PA	TBA30A2-2100	18369188				
		Reciter	T01-01121-NBAA	18369749				
Tait		Tait/Repeater	TB9400	18295568*	N/A	100035	800 Trunking	TSP
		Reciter	T01-01103-NAAA	18295448				
		PA	T01-01121-NBAA	18295458				
		PMU	TBA30A2-2100	18295469				
Tait		Tait/Repeater	TB9400	18295569*	N/A	100036	800 Trunking	TSP
		Reciter	T01-01103-NAAA	18295449				
		PA	T01-01121-NBAA	18295460				
		PMU	TBA30A2-2100	18295467				
Tait		Tait/Repeater	TB9400	18295570*	N/A	100037	800 Trunking	Ceres
		Reciter	T01-01103-NAAA	182954560				
		PA	T01-01121-NBAA	18295459				
		PMU	TBA30A2-2100	18295468				
Tait		Tait/Repeater	TB9400	18295719*	N/A	100038	800 Trunking	Ceres
		Reciter	T01-01103-NAAA	18295512				
		PA	T01-01121-NBAA	18295524				
		PMU	TBA30A2-2100	18295536				
Tait		Tait/Repeater	TB9400	18295691	N/A	100039	800 Trunking	Sta 9
		Reciter	T01-01103-NAAA	18295672				
		PA	T01-01121-NBAA	18295685				
		PMU	TBA30A2-2100	18295685				
Tait		Tait/Repeater	TB9400	18295720	N/A	100040	800 Trunking	Sta 9
		Reciter	T01-01103-NAAA	18295513				
		PA	T01-01121-NBAA	18295523				
		PMU	TBA30A2-2100	18295535				
Tait		Tait/Repeater	TB9400	18295721	N/A	100041	800 Trunking	Sta 6
		Reciter	T01-01103-NAAA	18295514				
		PA	T01-01121-NBAA	18295525				
		PMU	TBA30A2-2100	18295603				
Tait		Tait/Repeater	TB9400	18295799	N/A	100042	800 Trunking	Sta 6
		Reciter	T01-01103-NAAA	18295583				
		PA	T01-01121-NBAA	18295592				
		PMU	TBA30A2-2100	18295602				
Tait		Tait/Repeater	TB9400	18295800	N/A	100043	800 Trunking	Turlock
		Reciter	T01-01103-NAAA	18295582				
		PA	T01-01121-NBAA	18295593				
		PMU	TBA30A2-2100	18295601				
Tait		Tait/Repeater	TB9400	18295801	N/A	100044	800 Trunking	Turlock
		Reciter	T01-01103-NAAA	18295581				
		PA	T01-01121-NBAA	18295594				
		PMU	TBA30A2-2100	18295537				

Tait		Tait/Repeater	TB9400	18295962	N/A	100045	800 Trunking	Oakdale
		Reciter	T01-01103-NAAA	18295656				
		PA	T01-01121-NBAA	18295670				
		PMU	TBA30A2-2100	18295686				
Tait		Tait/Repeater	TB9400	18295963	N/A	100046	800 Trunking	Oakdale
		Reciter	T01-01103-NAAA	18295657				
		PA	T01-01121-NBAA	18295671				
		PMU	TBA30A2-2100	18295684				
Tait		Tait/Repeater	TB9400	18297741	N/A	100047	800 Trunking	Waterford
		Reciter	T01-01103-NAAA	18297270				
		PA	T01-01121-NBAA	18297303				
		PMU	TBA30A2-2100	18297760				
Tait		Tait/Repeater	TB9400	18297742	N/A	100048	800 Trunking	Waterford
		Reciter	T01-01103-NAAA	18297271				
		PA	T01-01121-NBAA	18297304				
		PMU	TBA30A2-2100	18295763				
Tait		Tait/Repeater	TB9400	18298068	N/A	100049	800 Trunking	Patterson
		Reciter	T01-01103-NAAA	18297486				
		PA	T01-01121-NBAA	182974896				
		PMU	TBA30A2-2100	18295761				
Tait		Tait/Repeater	TB9400	18298069	N/A	100050	800 Trunking	Patterson
		Reciter	T01-01103-NAAA	18297455				
		PA	T01-01121-NBAA	18297485				
		PMU	TBA30A2-2100	18297512				

Tait	P508100003	Tait/Gateway	TB9400	18150386	N/A	86216	800 Trunking	SR911
		Gateway	TB50H2-PAC2	18150791				
		Gateway	TB50H2-PAC2	18150661				
		Gateway	TB50H2-PAC2	18150663				
		Gateway	TB50H2-PAC2	18150662				
		PMU	TBA30A0-0100	18150531				
Tait	P508100003	Tait/Gateway	TB9400	18150413	N/A	86214	800 Trunking	Ceres
		Gateway	TB50H2-PAC2	18150789				
		Gateway	TB50H2-PAC2	18150792				
		PMU	TBA30A0-0100	18150503				
Tait	P508100003	Tait/Gateway	TB9400	18150412	N/A	86215	800 Trunking	Turlock
		Gateway	TB50H2-PAC2	18150664				
		Gateway	TB50H2-PAC2	18150790				
		PMU	TBA30A0-0100	18150709				

Tait		Tait/Repeater	TB9400	18165794	N/A	N/A	800 Trunking	SR911 Spare
		Reciter	TBA40KA-PA00	18165593				
		PA	TBA90K2-0000	18165422				
		PMU	TBA30A0-0100	18164560				

Tait	P50810002	Dell PowerEdge Server	R620	6T7TC2S	N/A	20218	800 Trunking	SR911
Tait	P50810002	Dell PowerEdge Server	R620	5T7TC2S	N/A	20219	800 Trunking	SR911
Tait	P508100003	Dell PowerEdge Server	R620	GT7TC2S	N/A	86241	800 Trunking	SR911
Tait	P508100003	Dell PowerEdge Server	R620	JT7TC2S	N/A	86242	800 Trunking	SR911

Tait	P508100003	Spectracom Net Clock	1200-0099-0601	01803	N/A	86235	800 Trunking	TSP
Tait	P508100003	Spectracom Net Clock	1200-0099-0601	01804	N/A	86236	800 Trunking	Ceres
Tait	P508100003	Spectracom Net Clock	1200-0099-0601	01806	N/A	86237	800 Trunking	Turlock
Tait	P508100003	Spectracom Net Clock	1200-0099-0601	02102	N/A	86238	800 Trunking	MFD Sta 9
Tait	P508100003	Spectracom Net Clock	1200-0099-0601	02103	N/A	86239	800 Trunking	MFD Sta 6
Tait		Spectracom Net Clock	1200-0099-0601	01805	N/A	N/A	800 Trunking	Spare

Tait	P50810004	Cisco Router	2911	FTX1623AHWK	N/A	20231	800 Trunking	TSP
Tait	P50810004	Cisco Router	2911	FTX1623AHWB	N/A	20232	800 Trunking	MFD Sta 6
Tait	P50810004	Cisco Router	2911	FTX1623AHVX	N/A	20233	800 Trunking	Turlock
Tait	P50810004	Cisco Router	2911	FTX1623AHVH	N/A	20234	800 Trunking	SR911

Tait	P50810004	Cisco Router	2911	FGL153510U4	N/A	20235	800 Trunking	
Tait		Cisco Router	2911	FTX1623AHWM	N/A	N/A	800 Trunking	Spare
Tait		Cisco Router	2911	FTX1623AHVD	N/A	N/A	800 Trunking	Spare
Tait		Cisco Router	ISR4331	FD02605M05Y		111097	800 Trunking	Newman
Tait		Cisco Router	ISR4332	FD02607M000		111098	800 Trunking	Riverbank
Tait		Cisco Router	ISR4333	FD02607M002		111099	800 Trunking	LaGrange
Tait		Cisco Router	ISR4334	FD02607M003		111100	800 Trunking	KnightsFerry



Commission Board
Doug Ridenour, Sr., President, Modesto City Council
Vito Chiesa, Board of Supervisors, District 2
Jody Hayes, Stanislaus County C.E.O.
Joe Lopez, City Manager, City of Modesto
Sean Scully, City Manager, City of Riverbank
Richard Murdock, Stanislaus County OES-Fire Warden
Galen Carroll, Police Chief, City of Modesto
3705 Oakdale Rd.
Modesto, CA 95357
Phone: 209.552.3900 Fax: 209.552.3950

CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION AGENDA

August 19, 2020
REGULAR MEETING
1:00 p.m.

City-County Administration Building
1010 10th Street, Board Chambers-Basement Level
Modesto, CA 95354

www.sr911.org/consolidated.shtm

Public Access to the Consolidated Emergency Dispatch Agency Commission Meeting

Members of the public may observe the meeting and provide comments to the Commission as described below.

- This meeting will be open to the public. Effective June 22, 2020, pursuant to the order issued by Governor Newsom and consistent with guidance issued by the California Department of Public Health, social distancing and face coverings are required for in person attendance at the meeting. The chamber's audience seating capacity will be limited to approximately thirty (30) persons.
- If you would like to provide a written comment, please submit your comment (include Agenda Item Number in the subject line), to the Consolidated Emergency Dispatch Agency Commission Clerk at CEDACmeetings@sr911.org. Public comments will be accepted by email until two (2) hours prior to the Commission Meeting. All comments will be distributed to the commission members and kept on file as part of official record of the Commission meeting.

- 1.0 Open and Welcome
- 2.0 Pledge of Allegiance
- 3.0 Public Comment Period
- 4.0 Consent Calendar
 - 4.1 Approve Minutes of June 17, 2020 Regular Meeting

5.0 Regular Agenda

5.1 Approve the Request for Stanislaus Regional 9-1-1 to Seek Certification from the Association of Public Safety Communications Officials (APCO)

5.2 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Tait North America, Inc. in an Amount Not to Exceed \$70,055.75 for the County-wide 800 Megahertz Public Safety Radio System

5.3 Approve to Update Stanislaus Regional 911 Archives and Records Management Program Policy and Procedure

6.0 Informational

6.1 SR911 Monthly Dispatch Operations and Staffing Reports for July 2020

6.2 Status Report Regarding SR911 Technical Projects

6.3 Executive Director Report

7.0 Commissioner Reports

8.0 Correspondence

9.0 Adjournment

SUPPORT AGREEMENT

Tait North America, Inc.

And

[Stanislaus County]

CONTACT INFORMATION

TAIT Communications Corporate Head Office

Tait International Limited
P.O. Box 1645
Christchurch
New Zealand

For regional offices address and telephone numbers, refer to <http://www.taitradio.com>.

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All trade names referenced are the service mark, trademark or registered trademark of the respective manufacturers.

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SUPPORT AGREEMENT

[THIS Support Agreement ("Agreement") is made on May 30, 2020]

BETWEEN "TAIT"

Tait North America Inc.
15354 Park Row Drive
Houston, Texas 77084,
United States of America

AND "Client"

[Stanislaus County
3705 Oakdale Road
Modesto, CA 95357]

BACKGROUND:

1. [Tait has supplied an 8-site, 7-channel 700-800 MHz, P25 trunked simulcast radio system to Stanislaus County under Tait Project number 50-00810 and through subsequent POs from Harris Corporation, an authorized Tait reseller. The Stanislaus County system consists of seven P25 trunked simulcast channels installed at eight sites. The channels operate in the 700-800 MHz band and are of a RF output power of 100 watts. The system includes redundant RFSS and site controllers.

Site Number	Site Name	Number of Channels
1	Modesto TSP	7
2	Modest Fire Station 6	7
3	Modesto Fire Station 9	7
4	Ceres PD	7
5	Turlock PD	7
6	Oakdale	7
7	Waterford	7
8	Patterson	7

2. Tait has agreed to provide and Client has agreed to purchase certain Support Services in accordance with the terms of this Support Agreement.
3. This Support Agreement defines the principal activities and responsibilities of all parties for the support of the Client Communications Solution.
4. Variations to this Support Agreement are subject to mutual agreement between Tait and Client and will be addressed in accordance with Section E clause 14.2 (Variations).

AGREEMENT OVERVIEW

This Agreement consists of this front cover and the following Sections:

Section A	Agreement Details
Section B	Roles, Responsibilities, Escalation Points
Section C	Support Agreement
Section D	Additional Charges
Section E	General Terms and Conditions
Section F	Glossary of Terms
Appendix A	Critical Spares

In case of any conflict between the Sections the earlier listed shall take precedence.

AGREED and Signed by Tait North America Inc:



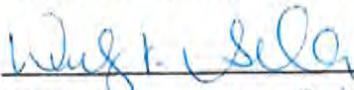
Name: Nick Pennance
Title: President
Date: 06/18/2020

Consolidated Emergency Dispatch Agency



Name: Doug Riderout, Sr.
Title: CEDA Commission President
Date: 08-19-2020

AGREED and signed by the Client: [Stanislaus County]



Name: Wendy K. Silva
Title: Executive Director
Date: 6-16-2020

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY



DATE: _____

SECTION A – AGREEMENT DETAILS

AGREEMENT DETAILS

1	Client	[Stanislaus County]
2	Client Address for Notices	[3705 Oakdale Rd. Modesto, CA 95357]
3	Client Support Manager	[Kurt Kline klinek@stancounty.com 209-552-3938]

4	Client Solution and Products including licensed Software	[All Tait branded equipment (excluding terminals, accessories and batteries) purchased in accordance with the Communications System ("Products"). Includes 4-day health check to cover 8 sites.]
5	Commencement Date	[July 1, 2020]
6	Term of Agreement	[5 years]
7	Support Fee	[\$350,278.00 Total Contract Value. Annual fee of \$70,055.75 will be paid at least 30 days in advance Commencement Date]
8	Review of Support Fee and Additional Charges	[Support Fees will be reviewed as Products are added or removed from the network upon each anniversary of the Commencement Date]

SECTION B – ROLES, RESPONSIBILITIES, ESCALATION CONTACTS

	Tait	Client
Role Under This Agreement	Tait is responsible for providing the Support Services described in Section C	The Client is responsible for providing First Level Support described in clause 4 of Section E (General Terms and Conditions).
	Account Manager [Dustin Newsom Public-Safety Business Development Manager 281-636-0524 Dustin.Newsom@tairadio.com]	Client Representative [Kurt Kline klinek@stancounty.com 209-552-3938]
	TAIT 24x7x365 Support Desk 1-844-491-9818 serviceadvantage@tairadio.com (low priority email address)	Operational Manager [Kurt Kline klinek@stancounty.com 209-552-3938]
	The parties shall endeavour to cooperatively resolve any disputes arising in connection with this Agreement and the Support Services. If a dispute or difference cannot be resolved within the normal course of business then either party may refer the dispute to the nominated escalation points below. Section E, Clause 14.6 (Disputes) shall apply.	
Escalation Points	VP, Field Services and Operations] Alan Gutsell 281-600-8257 alan.gutsell@tairadio.com	

SECTION C – SUPPORT SERVICES

Tait Support Plans

Client has selected the Tait Support Agreement plan set out below. Elements are described in the remainder of this Section C (Support Services).

Optional support services are not included in the price of Extended Warranty or Service Advantage. Optional support services require purchase of Service Advantage.

	Manufacturer's Warranty	Service Advantage
Service Desk	Business Hours	24 x 7
Return for Repair	Defects Only	Defects Only
Online Client Service Portal		Included
Software Maintenance		Included
		Optional Elements of Service Advantage - Not included unless explicitly marked as "Included"
Extended Warranty		[Included]
Annual System Audit		[Included]
Preventative Maintenance		[Optional]
Onsite Dispatch/Restoration		[Optional]

*Software Maintenance includes software releases within your licensed feature set for covered Products.

SERVICE ADVANTAGE

Service Advantage includes the following services as explained below: Tait Service Desk: 24 x 7 Technical Support, Online Client Service Portal and Technical Resources, and Software Maintenance.

1. Tait Service Desk: 24 x 7 Technical Support

1.1 Tait will provide a Service Desk solution to the Client that includes:

- a. Single point of contact for all support related matters for Products covered by this Support Agreement including Partner Products.
- b. 24 x 7 Response in accordance with the times set out in Table 1.6.
- c. Telephone access to Tait Engineering personnel to log / identify / troubleshoot faults and issues with the Solution and Products covered under this Agreement.
- d. Remote diagnostics and restoral where possible.
- e. Access to repair and warranty information.
- f. Access to technical, Product and Solution information.
- g. General support queries, configuration queries, requests for quotations for enhancements.

1.2 The Service Desk serves as the single point of contact regarding Client support and the reporting of Incidents.

1.3 The Service Desk will provide email and telephone support in troubleshooting failed Products, and will arrange for a Return Material Authorization (RMA) for any Product that has failed under Warranty or Extended Warranty.

1.4 Client must ship or return the Product to the service depot nominated by the Service Desk.

1.5 Tait shall repair or replace returned Products (or arrange for the repair / replacement of Partner Products) and dispatch to the Client, subject to the terms of this Agreement.

1.6 Target Response and Target Restoration Times

Response Time is defined as the time from when Client reports an Incident to the Service Desk and ends when a suitably qualified Tait Support Engineer contacts Client.

Restoration Time is defined as the time from when Client reports an Incident to the Service Desk and ends when the Product or Radio Solution is re-stabilized and carrying normal traffic levels which may be via a workaround or replacement Product(s) as applicable. Where replacement products are required it is assumed that the Client will carry spare equipment to cater for network outages.

Table 1.6

Incident (type)	Response (Hours)	Restoration (Target - Hours)
Priority 1*	0.5	4
Priority 2*	1	8
Priority 3**	8	48
Priority 4**	8	168

*Priority 1 and 2 incidents will be responded to and managed continuously 24 hours a day, 365 days a year.

**Priority 3 and 4 incidents will be responded to and managed during Business Hours.

2. Online Client Service Portal and Technical Resources

2.1 Tait will provide access to the Online Client Service Portal and Technical Resource web site.

2.2 Tait will issue the Client applicable login(s) and password(s).

2.3 The Client will be able to access the following information, Software, firmware, applications and case management updates via the Online Client Service Portal and Technical Resource sites:

- Documentation: Accessories, Installation, Integration, Product Specifications, Standard User, Service
- Frequently Asked Questions and Search Facility
- Programming and Calibration Application (Downloadable)
- Service Kit (Downloadable)
- Service Case: Creation, History, Status Updates
- Technical and Software Release Notes

3. Software Maintenance

3.1 Client is entitled to receive: Software and firmware releases relevant to and within the licensed feature set of the Tait-Branded Products purchased by the Client (see Section A-4: Client Solution and Products including licensed Software).

3.2 Access to the Software releases referred to in section C-3.1 shall be requested through the Online Client Service Portal or via email serviceadvantage@taitradio.com.

3.3 Any Tait Services or hardware required for the implementation of a Software release may be purchased from Tait at an additional charge (unless stated otherwise in this Agreement).

3.4 Tait will provide Technical Support (described in Section C-2: Online Client Service Portal and Technical Resources) for the current and up to three previous releases of Software and firmware.

Technical Support for previous Software releases is at Tait's discretion and may be subject to Additional Charges,

- 3.5 Tait shall maintain (i.e. provide bug fixes, modifications and improvements) only the current Software release for any Product. If Client has a Problem with a non-current release of Software, Client may be required to install the most current version of Software in order to remedy such Problem.
- 3.6 This Section and the Support Fees, do not include the provision of Client requested enhancements, modifications, or developments. Any such enhancement, modification or development may be requested by Client via the Tait Service Desk. Tait at its option may (a) provide the Client with a quotation for undertaking the request; and / or (b) endeavor to include the request in a future Software release; or (c) where not feasible for commercial, technical or other reasons, decline the request.

Optional Elements

The following optional support elements are not included in the price of Extended Warranty or Service Advantage, but can be added for an additional cost:

4. Extended Warranty

Included	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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4.1. Client is entitled to Tait Warranty as described in Section E-9 (Warranty) on each of the following products purchased from Tait for the Warranty Period indicated in Section A-6 (Term of Agreement):

4.1.1. [Tait Branded Infrastructure]

4.2. Extended Warranty extends Client's warranty rights and obligations under the same terms outlined in the Tait Warranty.

4.3. Client shall contact Tait for Warranty Services via the Tait Service Desk.

Notes
[Covers all Tait branded infrastructure. Excludes third party, terminals and accessories.]

5. Annual System Audit

Included	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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5.1 [Tait will provide a Field Service Engineer for one (1) week, comprised of two (2) travel days, and four (4) working days on site with the Client under this agreement.]

5.2 Tait shall provide one (1) of the following services:

5.2.1 The Field Service Engineer will perform a Tait HealthCheck high level system audit per the scope in Appendix B.

5.2.2 The Field Service Engineer will be available to the client to assist in general maintenance or support activities; the duration is not to exceed four (4) days.

5.3 Following the visit, Tait shall provide to the Client a report detailing the tests performed and the findings with any recommendations will be presented to the Client.

5.4 This Service is available to the Client [once]per year of the Agreement and must be arranged in advance by calling the Service Desk with a six (6) week notice of the preferred date(s) for undertaking the Annual System Audit.

Notes
[4-day health check for the eight sites listed in Paragraph 1 of this agreement.]

6. Preventative Maintenance

Optional	[Yes]	[<input type="checkbox"/>]	[No]	[<input checked="" type="checkbox"/>]
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6.1 Tait will perform a yearly preventative maintenance visit to each site within the Client communication system, the duration to be defined based on the size of the customer system.

6.2 The following test measurements shall be logged annually

- 6.2.1 Power out measurement from each transmitter shall be taken at the antenna connector on the back of each radio, prior to the combining equipment.
- 6.2.2 The Power out measurement from each transmitter shall be taken at the output of the combining system.
- 6.2.3 The Reflected Power measurement shall be taken at the output of the combining system. This measurement may be taken with any one of the transmitters keyed. It is not necessary to record all transmitters.
- 6.2.4 Frequency error measurement shall be taken on each transmitter. This measurement may be taken off the air.
- 6.2.5 Transmit Deviation measurement of each transmitter shall be taken. This measurement may be taken off the air. (Modulation fidelity for P25, FSK Error for DMR)
- 6.2.6 CTCSS Deviation measurement of each transmitter shall be taken. This measurement may be taken off the air. (Not applicable to P25 or DMR channels)
- 6.2.7 Receiver sensitivity measurement at 12db SINAD shall be taken. The Signal shall be injected at the antenna connector on the back of each receiver. (5% BER for P25 and DMR)
- 6.2.8 The Battery voltage shall be taken while the batteries are under load. The charger to the batteries shall be shut off and the battery voltage monitored and recorded every 5 minutes for a period of 30 minutes. The charger shall be turned back on and the charging voltage recorded. The charging current shall be read from the charger and recorded.

6.3 For any problems found with equipment covered under this agreement, Tait will attempt to adjust and reconfigure equipment as necessary to bring equipment into specification and / or replace equipment with available spares, provided maintenance can be performed within the quoted duration allotted for the Preventative Maintenance visit. Tait will also coordinate return and repair of defective equipment.

- 6.4 Following the Preventative Maintenance, Tait shall provide to the Client a report detailing the tests performed, adjustments made, and the findings with any recommendations will be presented to the Client.
- 6.5 This Service is available to the Client once per year of the Agreement and must be arranged in advance by calling the Service Desk with a six (6) week notice of the preferred date(s) for undertaking the Preventative Maintenance.

Notes
[Not included (Health Check only)]

7. Onsite Dispatch/Restoration

Included	[Yes]	[<input type="checkbox"/>]	[No]	[<input checked="" type="checkbox"/>]
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- 7.1 When Tait is unable to return the Client's Solution to normal operation through remote technical support, Tait will dispatch a technician/engineer to attend site to diagnose and restore the Client's radio network.
- 7.2 The rates for Onsite dispatch include standard travel expenses to locations with regular commercial air service and readily accessible sites. Special rates apply to networks without commercial air service or readily accessible sites.

Notes
[Not included.]
On-site support beyond the annual hours shall be billed at the rates in Section D below (Additional Charges).

SECTION D – ADDITIONAL CHARGES

Standard labor rate for on-site support not covered by this Agreement is \$1,500 USD per day plus travel and living expenses with 15% administrative fee applied to these expenses.

SECTION E – GENERAL TERMS & CONDITIONS

1. Term

- 1.1 The Term of this Agreement shall be the term specified in Section A (Agreement Details) commencing on the Commencement Date, provided that the parties may mutually agree in writing to extend this Agreement on terms and conditions to be mutually agreed between the parties prior to the expiry of the then current Term.

2. Tait Support

- 2.1 During the Term Tait shall provide the Support Services set out in Section C of this Agreement (Support Services) in consideration of payment by Client of the Support Fees.
- 2.2 Services shall be supplied for the Products at the Sites and unless agreed otherwise in writing, Tait shall not be obligated to provide the Services for the Products located at any other site(s). Any products and/or systems not listed in the Agreement ("Additional Products") shall only be covered by the Agreement where agreed in writing by the Parties. Each of the expressions "Term", "Products", "Sites" and "Support Fees" shall mean the term, products, sites and support fees identified in Section A of this Agreement (Agreement Details).
- 2.3 Except in response to warranty claims during the warranty period for any Product, Tait may supply new, second-hand or reconditioned replacement parts in the performance of Services or Excepted Services.
- 2.4 Only the Services described in Section C (Support Services) as being in scope for this Agreement shall be provided. Tait shall not provide the Excepted Services.

Excepted Services

- 2.5 The Services shall not include the following services (the "Excepted Services"):
 - a) provision of the Services for Products or Solution not set out in Section A-4 of this Agreement;
 - b) provision of the Support Services at a location other than the Site(s);
 - c) correction of faults due to Client's failure to meet its First Line Support obligations (see clause 4: Obligations of the Client);
 - d) correction of faults due to Client's modification, neglect or misuse of the Products, failure to maintain a suitable environment for the operation and maintenance of the Products (including without limitation power supply, air conditioning or humidity control) in accordance with normal industry practices and as set out in the published data sheets, manuals or other written instructions for the Products;
 - e) correction of damage caused by any accident or disaster, fire, flood, water, wind, lightning, vandalism or theft;
 - f) correction of faults in any attachments or associated equipment (whether or not supplied by Tait) which do not form part of the Products;

- g) painting or refinishing of the Products;
 - h) the relocation or transportation of Products, or the rectification of any faults caused by such relocation or transportation, (save where performed by Tait);
 - i) the provision of any software release designed to provide new or enhanced functionality unless this is incidental to the Support Services or provided for under Section C-3 (Software Maintenance) above;
 - j) services required to implement changes to the Solution or configurations which were not a requirement of the specifications under the supply contract/-s for the Products listed in this Agreement or otherwise committed to by Tait in writing;
 - k) correction of any fault which would be remedied by a software release or other repair which meets the original specifications for the Products and which has been refused by Client.
- 2.6 If Client requests Tait to provide any Excepted Services, Tait shall be entitled to charge for the same at rates to be agreed in advance between the parties, or failing such advance agreement Tait standard Additional Charges for the relevant services. If requested, Tait shall provide a written quotation and estimated completion date for provision by Tait of any Excepted Services.

3. Support Fees and other payments

- 3.1 Support Fees will be invoiced by Tait and paid by Client. All Invoices including invoices for Additional Charges are payable within 30 days of the date of invoice.
- 3.2 All fees and charges referred to in the Agreement are exclusive of sales, use, value added or goods and services taxes. Where appropriate such taxes will be added to the invoice and paid by Client unless Client provides Tait with evidence of payment or certificate of exemption. Support Fees are also exclusive of any customs, import or export duties, and should any such duties arise, these shall be payable by Client.
- 3.3 To the fullest extent permissible by law, Client's right of set-off is excluded. No payment shall be deemed to have been received until Tait has received cleared funds.
- 3.4 If Client is overdue with any payment then, without prejudice to any other right or remedy available to Tait: (i) Client shall be liable to pay interest on the overdue amount at the rate of one per cent per complete month until Tait has received payment of the overdue amount together with interest that has accrued; and (ii) Tait reserves the right to suspend contractual performance and/or exercise a lien over Products returned for repair or replacement Products until Client has made such overdue payment in full.
- 3.5 Tait may increase the Support Fee and the rates for Additional Charges from each anniversary of the Commencement Date by written notice to the Client. The amount of such increase will not exceed the increase in the Consumer Price Index or its equivalent in the country the Support Services are provided. Tait shall also be entitled to vary the Support Fee if Client requests an increased level of Support Services, Support Services for Additional Products, if Products are upgraded during the Term or if there is any other variation requested by Client with respect to this Agreement. Such variation shall be agreed in accordance with Section E, clause 14.2 of this Agreement (Variations).

- 3.6 If Client requests Tait to provide any Excepted Services, Tait shall be entitled to charge for the same at rates to be agreed in advance between the parties, or failing such advance agreement Tait standard Additional Charges for the relevant services. If requested, Tait shall provide a written quotation and estimated completion date for provision by Tait of any Excepted Services.

4. Obligations of the Client

- 4.1 First-Line Support - the Client shall undertake the following First Line Support actions and acknowledges that the commitments and pricing provided by Tait under this Agreement are dependent on the prompt and proper performance of those First Line Support obligations:
- 4.1.1 engage the Services by contacting the Service Desk as set out in Section B of this Agreement;
 - 4.1.2 immediately after making a request for Tait support, provide Tait where possible with an example of the relevant defect or error;
 - 4.1.3 keep Tait fully informed with up to date product, site and configuration details for the Products, including without limitation product serial numbers, locations, contact information, and site personnel qualified to submit service incident requests;
 - 4.1.4 have personnel with sufficient Product related training to be able to (i) carry out basic operating system housekeeping, and (ii) work through complex procedures with remote guidance provided by Tait;
 - 4.1.5 carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Tait;
 - 4.1.6 provide a mutually agreed form of communications link for remote diagnostics and promptly granting access rights to Tait and its partners when required;
 - 4.1.7 replace defective Products with a Critical Spare where required and promptly shipping the defective Products to Tait designated service centre in accordance with Tait reasonable directions;
 - 4.1.8 maintain and make available the required type and number of Client owned and managed Critical Spares in accordance with clause 5.4 of this Agreement;
 - 4.1.9 ensure that the personnel responsible for carrying out First Level Support obligations are suitably qualified, trained and/or experienced; and
 - 4.1.10 provide Tait with all reasonable co-operation to facilitate the efficient discharge of its obligations under this Agreement including, without limitation, (i) granting reasonable access to the Site(s) and the Products, (ii) ensuring the Site(s) comply with all relevant health and safety codes, and (iii) providing on request, a suitably qualified or informed representative, agent or employee to accompany Tait personnel and to advise Tait on access or on any other matter within the Client's knowledge or control which will assist Tait in complying with its obligations under the Agreement.
- 4.2 System Backup. It is the Client's responsibility to ensure systems backups (including all programs and data) are kept up to date.

- 4.3 The Client agrees that it is responsible for primary power source, PABX and PSTN connections or lines, RF (Radio Frequency) coverage performance subsequent to Coverage Verification Test acceptance, the provision of suitable inter-site and inter node links, and further installation of the equipment at the Sites.
- 4.4 The Client shall provide secure and adequate facilities adjacent to or in reasonable proximity to the Products for the storage by Tait of tools and other items necessary for the proper maintenance of the Products and the Client shall permit Tait to have access to such storage facilities at all reasonable times.
- 4.5 The Client is responsible for maintaining the confidentiality of any logon(s) and password(s) required to access Services. Access to Tait Client Service Portal is only permitted for current Client employees or contractors. The Client must manage and remove access rights for departing employees (for example by changing passwords) and Tait shall not be liable for any loss or damage incurred by the Client due to Client's failure to comply with this clause.

5. Replacement and spare parts

- 5.1 Where parts of the Products have been replaced and provided by Tait, title in the parts replaced will pass to Tait upon removal of those parts from the Client system.
- 5.2 Subject to clause 5.1, title in all replacement parts for the Products provided by Tait in performing the Services (except for Software) will pass to the Client upon installation.
- 5.3 In the case of products and services for which an Additional Charge is payable by the Client, title in such replacement parts shall pass to the Client on full payment of the Additional Charge.
- 5.4 Tait requires Client to purchase and store at the Site (or other location agreed in writing between the Parties) the Critical Spares set out in Appendix A. From time to time Tait may additionally require the Client to purchase and store at the Site such spare parts, as Tait considers necessary for the provision of effective Support Services. Typically, this may equate to 2% of Products purchased.
- 5.5 Tait will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of the Client to comply with the previous clause.

6. Health and Safety

- 6.1 Each Party shall comply with all relevant Health and Safety laws and regulations in all respects in relation to its obligations under the Agreement (including without limitation a safe working environment and methods of working), and shall indemnify the other Party in respect of all costs, liabilities, damages or expenses incurred as a result of any failure to do so.

7. Exclusivity

- 7.1 The Client shall only permit maintenance, repairs or adjustments to Products by a third party with the prior written consent of Tait.
- 7.2 In the event the Client effects repairs, additions or alterations to the Products, the Client represents, warrants and agrees to use only Tait approved parts and procedures as directed by Tait for the operation of the equipment.

8. Software and Intellectual Property Rights

- 8.1 All patents, trademarks, service marks or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, knowhow and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world ("IPR") arising under the Agreement, except to the extent that they comprise or incorporate IPR supplied by Client, shall vest in and be owned by Tait absolutely and Client shall acquire no right, title or interest therein.
- 8.2 Any computer program, firmware or other software forming part of the Products or supplied by Tait to Client pursuant to the Agreement ("Software") and/or IPR provided to Client under the Agreement shall remain the exclusive property of Tait (or its partners) and such Software and IPR shall, unless otherwise agreed in writing, be licensed to Client under the license terms applicable to the products, equipment, software or systems which they replace or to which they relate.
- 8.3 Unless otherwise indicated, as in paragraph 8.2 above, information provided to the Client via the Online Client Service Portal (see Section C-2) is copyrighted by and proprietary to Tait International Ltd (Tait) and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without Tait's prior written consent.

9. Warranty

- 9.1 Tait warrants that it shall perform the Services in a professional and workmanlike manner, subject to a claim against this warranty being notified to Tait within 90 days of provision of the relevant Support Services. Client's sole and exclusive remedy and Tait's entire liability for such breach of the above warranty or any claim related to the Support Services shall be re-performance of the Support Services.
- 9.2 Warranties given in this Clause 9 are unique to, and may not be assigned or transferred in whole or in part by, Client.

9.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE.

- 9.4 The Client acknowledges that while Tait may be called upon to give consultative advice under this Agreement and while Tait will use its reasonable endeavours to give the best advice it can to the Client, Tait advice is dependent upon inter alia the information supplied to Tait by the Client and third parties and accordingly the Client may make no claim against Tait or its personnel for the appropriateness of such advice.

10. Limitation of Liability

10.1 NEITHER PARTY WILL BE LIABLE FOR ANY (I) LOSS OF PROFITS; (II) LOSS OF TURNOVER; (III) LOSS OF OR DAMAGE TO REPUTATION; (IV) LOSS OF, OR LOSS OF THE USE OF ANY SOFTWARE OR DATA; (V) LOSSES OR LIABILITIES IN RELATION TO ANY OTHER CONTRACT; OR (VI) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR

DAMAGE INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, UNDER AN INDEMNITY, EQUITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 10.2 Each party's aggregate liability (other than the Client's obligation to pay Support Fees, Additional Charges and penalty interest) to the other for claims relating to this Support Agreement, whether for breach or in tort under an indemnity, equity or otherwise, shall be limited to the amount paid by the Client for Services under this Agreement in the 12 month period preceding such claim.
- 10.3 Notwithstanding anything in this Agreement Tait will not be liable for any claim by the Client in relation to this Agreement unless the claim is received in writing by Tait within 3 months of the date of when the alleged claim ought reasonably to have come to the attention of the Client.
- 10.4 Client agrees that it shall take such reasonable precautions (relative to the importance to Client of the Products), including without limitation backing up software and data at reasonable intervals, implementing back-up systems or redundancy and maintaining suitable numbers of spare units at suitable locations (at a minimum to Tait recommended spares levels). Tait shall have no liability for any losses suffered by Client to the extent that the loss concerned would have been prevented by the taking of such reasonable precautions.
- 10.5 The provisions of this Clause 10 have been considered by the Parties in the light of the availability of insurance and the relative positions, risks and responsibilities of the Parties and both Parties agree that they are fair and reasonable.

11. Force Majeure

- 11.1 Neither Party shall be liable for any loss or damage suffered or incurred by the other arising from the first Party's delay or failure to fulfil or otherwise discharge any of its obligations (except obligations to pay money) under the Agreement to the extent that such delay or failure is caused by any cause or circumstance beyond its reasonable control including but not limited to act of God, governmental act, withholding, delay or revocation of export or import control approval or other license, war, terrorist activity, fire, flood, earthquake, tsunami, explosion, civil commotion, industrial dispute (other than industrial disputes related solely to the employees of the Party claiming force majeure), or the unavailability or failure of any public telecommunications network ("Force Majeure").
- 11.2 Subject to the delaying Party promptly notifying the other Party in writing of the reason for and likely duration of the delay, the performance of the delaying Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists provided that each Party shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within 90 days of that notice the non-delaying Party may at any time thereafter but in any event prior to resumption of obligations by the delaying Party by notice in writing terminate the affected portion of the Agreement.
- 11.3 If Tait is unable to perform its obligations within 60 Working Days after the commencement of the Force Majeure event, the Client or Tait may terminate this Agreement by notice in writing.

12. Confidentiality

- 12.1 Nothing in this Agreement shall affect any related non-disclosure agreement between the Parties, which shall continue in full force and effect and shall apply to the subject matter of the Agreement. All pricing, Software and technical information provided by Tait under or in relation to the Agreement shall be the confidential information of Tait and shall not be disclosed to any third party by Client.
- 12.2 Each Party undertakes not to (and to procure that its employees and contractors shall not) divulge the terms of this Agreement or any information of a confidential nature disclosed to it by the other, whether oral or written, and shall not use such information except as contemplated by the Agreement. This obligation shall cease to apply to information which:
- 12.2.1 is or becomes part of the public domain without violation of the Agreement;
 - 12.2.2 is known and on record at the receiving party prior to disclosure by the disclosing party;
 - 12.2.3 is lawfully obtained by the receiving party from a third party without similar restrictions to those herein contained;
 - 12.2.4 is developed by the receiving party completely independently of any such disclosure by the disclosing party;
 - 12.2.5 is required to be disclosed by competent government or regulatory agencies, court or stock exchange provided, however, that the receiving party shall notify the disclosing party as soon as lawfully and practically possible of the requirement to make such a disclosure.

13. Termination and Suspension

- 13.1 Either Party may terminate the Agreement immediately at any time by written notice to the other:
- 13.1.1 in accordance with Clause 11 (Force Majeure) above; or
 - 13.1.2 if the other Party commits a material breach of the Agreement which it fails to remedy within 30 days of receiving written notice requiring it to do so; or
 - 13.1.3 if the other Party becomes insolvent, has an administrator, receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its winding-up dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or any event occurs in a foreign jurisdiction analogous to, or comparable with any of the above.
- 13.2 Except as expressly stated elsewhere in the Agreement, any termination of the Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into force or continue in force on or after that termination. Notwithstanding the foregoing, the Parties agree that the equitable remedy of specific performance of either Party is hereby expressly excluded.
- 13.3 Tait shall be entitled to suspend contractual performance under the Agreement (with Services beginning as soon as reasonably practicable after rectification of the ground(s) for suspension) (i) pursuant to Clause 3.4(ii); or (ii) where Client is in default in respect of any of its obligations pursuant to Clause 4 (Obligations of the Client).

13.4 Consequences of Termination

Upon termination of the Agreement Tait shall cease the provision of the Services and Client shall have no further access to the Online Client Service Portal, Software Maintenance or 24x7 Service Desk. The Client may contact the Tait Service Desk during business hours and will receive a quotation for any service it wishes to access. Note that in order to resume Support Services after a period of termination Client may be required to pay a service resumption fee.

14. General Terms

- 14.1 **Assignment.** Neither party may assign its rights nor obligations under this Agreement without the prior written consent of the other party except that Tait may subcontract its support obligations to a third party, provided that Tait will remain responsible for the actions of such third party and advise the Client in writing prior to the assignment.
- 14.2 **Variations.** Any amendment or variation to the Services or to this Agreement shall be in writing and signed by duly authorized representatives of both parties.
- 14.3 **Severability.** In the event that any part or parts of this Agreement are held illegal, invalid or unenforceable by any Court or administrative body of competent jurisdiction, such determination shall not affect the legality, validity or enforceability of the remaining parts of this Agreement which shall remain in full force and effect. Where relevant, the Parties shall use commercially reasonable efforts to find a new stipulation resembling the invalid one in its commercial consequence as much as possible
- 14.4 **Waiver.** The failure of either Party to enforce any term of this Agreement does not constitute a waiver of it and shall in no way affect the right later to enforce the terms.
- 14.5 **Independent Contractor.** Nothing herein contained shall be construed to constitute the parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no party may act for or bind another party in any dealings with a third party.
- 14.6 **Disputes.** The Parties shall attempt to resolve in good faith any disputes arising under or in relation to or in connection with this Agreement or its subject matter. If good faith negotiations between the parties fail to resolve the dispute then, prior to issuing court proceedings, the parties shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts.

14.7 **Jurisdiction.** The construction, validity and performance of this Agreement shall be governed by the laws of the State of Texas, excluding its conflicts-of-law rules which might apply the laws or refer the matter to a different jurisdiction. Notwithstanding the foregoing, the Parties shall attempt to resolve in good faith any disputes arising and shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts prior to the issue of court proceedings.

- 14.8 **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties in relation to its subject-matter and shall supersede all previous undertakings, agreements, representations or commitments, whether express or implied, written or oral and is intended as a final expression of this Agreement between the Parties.

SECTION F – GLOSSARY OF TERMS

Beneficial use	"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing or by written permission from System Integrator).
Business Hours	Under this Agreement, Business Hours means 8.30am-5pm Monday to Friday, excluding Public Holidays where the service desk is located which is servicing the Client. Tait service desks are located in Brisbane and Melbourne servicing Australian Clients. Christchurch servicing New Zealand Clients. Houston (Texas) servicing North and South American Clients. Huntingdon (UK) servicing U.K, Europe, Middle East and African Clients.
Client Specific Development	System component which is not a standard product but has been developed to the specification of the Client.
Commencement Date	The commencement date for the Support Services set out in Section A of this Agreement.
Critical Spares	The required critical spares for the System set out in Appendix A – Critical Spares Inventory.
Emergency	An emergency is an unforeseen Incident at Priority Level 1 or 2 which prevents critical communications Products being usable by or available to the Client.
Enhancement Request	A request from a Client for a change to existing Product functionality.
First Line Support	The first level of support group involved in the resolution of Incidents. Client First Line Support obligations are described in Section D of this Agreement.
Hardware	Means any equipment and tangible Product described in Section A of this Agreement.
Incident	An incident is any event which is not part of the standard operation of the System and which causes, or may cause, an interruption or a reduction of the quality of the service provided by the System.
Online Client Service Portal	A web based application for the Client to interact and receive information from Tait.
Partner Product or Third-Party Product	Product sourced by Tait from a third party and sold by Tait as part of the Solution
Priority	Category used to identify the relative importance of an Incident, Problem or change requested by the Client pursuant to the Supply Agreement. Priority is based on impact and urgency, and is used to identify required times for actions to be taken.

Priority 1	<p>Priority 1 – Critical: In relation to the network provided by the System, conditions exist that <u>severely</u> affect service, capacity/traffic capability and require immediate corrective action regardless of time of day or day of week as viewed by the Client. For Terminals, it means a defect that is likely to result in hazardous or unsafe conditions, where the user’s life may be at risk.</p>
Priority 2	<p>Priority 2 - Major: In relation to the network provided by the System, conditions exist that <u>seriously</u> affect System operation maintenance and administration of the System and require immediate attention as viewed by the Client. The urgency is less than in critical situations because of a lower immediate or impending effect on System performance, Clients and the Client operations and revenue.</p> <p>For Terminal Products, it means a defect that is likely to result in failure of the essential performance, critical functionality or usability of the Product.</p>
Priority 3	<p>Priority 3 - Minor: In relation to the network provided by the System conditions exist that do not significantly impair the functions of the System and do not significantly affect service to Clients. These Problems or Incidents are not traffic impairing. For Terminals, it means a defect that is not likely to substantially reduce the essential performance, critical functionality or usability of the Product.</p> <p>A Priority 1 or Priority 2 issue may be reclassified as Priority 3 if there is a workaround in place resulting in a Priority 3 classification.</p>
Priority 4	<p>Priority 4 – Advisory: There is a minor issue or an opportunity for product improvement. This issue does not affect the making of calls on the network provided by the System.</p> <p>There is a minor inconvenience to the user, but the Product and feature / functionality still operates within specification. Client requests more information or an explanation.</p>
Problem	<p>A condition often identified as a result of multiple Incidents that exhibit common symptoms. Problems can also be identified from a single significant incident, for which the cause is unknown, but which significantly impacts service or Product availability.</p>
Products	<p>The products (which consist of Hardware and Software) described in Section A of this Agreement.</p>
Release	<p>A new version of previously released standard software made available for use by Clients</p>
Response Time	<p>Commences when Client reports an Incident to the Service Desk and ends when a suitably qualified Tait Client Support Engineer contacts Client.</p>

Restoration or Resolution	Means providing a fix, Workaround or replacement Product which re-stabilizes the System or Product (as applicable) and allows normal traffic levels or functionality to resume.
Restoration Time	Commences when Client reports an Incident to the Service Desk and ends when the Product or System is re-stabilized and carrying normal traffic levels which may be via a workaround or replacement Product(s) as applicable.
Second and Third Line Support	The Support Services provided by Tait following the notification of an Incident or Problem by Client in accordance with its First Line Support obligations.
Service Desk	The single point of contact service desk between the Tait and the Client.
Service Request	A request from a Client for information or advice, or for a Standard change to the scope of the Support Services.
Site	Means the sites set out in Section A of this Agreement.
Software	Means any computer program, firmware or other software included in a Product
Supply Agreement	The agreement between Tait and the Client specifying the terms and conditions for the supply of the Products and / or System.
Support Fee	The support fee set out in Section A of this Agreement.
Services	The combination of Support and Options selected by Client and which are described in Section C of this Agreement.
Solution	The combination of Products described in Section A of this Agreement forming a radio communications solution.
Term	The term of this Agreement as specified in Section A.
Terminal	Means a Product which is either a portable radio or a mobile radio supplied by Tait under the Supply Agreement also known as a 'subscriber unit' in the communications industry.
Warranty	Means the warranty provided by Tait to the Client in relation to the Products under the Supply Agreement.
Workaround	Reducing or eliminating the impact of an Incident or Problem for which a full Resolution is not yet available. For example, by restarting a failed configuration item.

APPENDIX A – CRITICAL SPARES INVENTORY

Required list of critical spares to be held by the Client (purchased by the Supply Agreement/s covered by this Support Agreement as well as additional items required):

Tait Item Number	Description	Quantity Required
TN9111-0010-0000-10	P25 Trunked Analog Gateway 1 Channel No PMU	1
WS-C3560-24PS-E	Cisco 3560 Switch	1
TB9435-K4MP-0000-A400-10	P25 Bstn/Rptr 762-870M 100W D9 Std ACaux12 USC	1
TBAS050	TB9000 SFE Key - P25 Common Air Interface	1
TBAS056	TB9000 SFE Key - P25 Trunking Operation	1
TBAS059	TB9000 SFE Key - SNMP for P25 Trunking	1
TBAS061	TB9000 SFE Key - Networking with Centralized Voter	1
TBAS062	TB9000 SFE Key - Simulcast Transmitter	1
TBAS065	TB9000 SFE Key - Linear Simulcast Modulation	1
SecureSync 413,00,00,00,00,00,00	Spectracom Master Oscillator	1

Tait North America Inc
 15354 Park Row Drive
 Houston
 Texas 77084
 United States of America

Quotation



For the attention of:

Client
 Quote Number
 Total Price
 Currency
 Date
 Project Name
 Project Description
 Prepared by:

Stanislaus
 5132020-02
 350,278.75
 USD
 Wednesday, May 13, 2020
 Stanislaus Service Advantage - FIVE years
 Continuation of existing Service Advantage agreement, except this will be direct with Tait. No Harris nor TAC involvement. Existing agreement includes coverage for 7 sites, covering all Tait branded (or Harris co-branded) equipment, excluding terminals, batteries, and accessories. Includes a Tait-provided 4-day health check for the 7 sites. Tait will provide L2-L4 support, software upgrades, and extended hardware warranty on Tait products. Third party products are excluded from this agreement as it has been in the past.
 Includes a 5% discount for a five-year agreement.
 Danielle Mellado

Incoterm: CIP
 Validity: 30 Calendar Days

Section	Part Number	Description	Qty	Tait List	Discount	Unit Sell	Ext'd Sell	Section Total
100	Lab system SA Coverage and Managed Services		1					350,278.75
100.01	Service Advantage Annual Fee	Year 1 coverage	1	\$73,742.89	5%	\$ 70,055.75	\$ 70,055.75	
100.02	Service Advantage Annual Fee	Year 2 coverage	1	\$73,742.89	5%	\$ 70,055.75	\$ 70,055.75	
100.03	Service Advantage Annual Fee	Year 3 coverage	1	\$73,742.89	5%	\$ 70,055.75	\$ 70,055.75	
100.04	Service Advantage Annual Fee	Year 4 coverage	1	\$73,742.89	5%	\$ 70,055.75	\$ 70,055.75	
100.05	Service Advantage Annual Fee	Year 5 coverage	1	\$73,742.89	5%	\$ 70,055.75	\$ 70,055.75	

Total 350,278.75

By submitting a purchase order, signing a Quote from Tait, or placing an order via Tait's customer service representatives, the Customer agrees that Tait Standard Equipment Terms and Conditions of Sale will govern the supply by Tait and the purchase by the Customer of the Equipment, Software licenses and/or Services described in the Quote, purchase order and/or orders taken by customer service representatives.



Kasey Young, Executive Director

Vote Required: Yes No

AGENDA DATE: July 29, 2025

SUBJECT: Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute Retroactive Approval to July 1st, 2025, for a One (1) Year Support Agreement with Holt of California for the Semi-Annual Planned Maintenance Services for the Emergency Generator Set in an Amount Not to Exceed \$10,000

DISCUSSION:

The Consolidated Emergency Dispatch Agency Commission (Commission) requires ongoing maintenance for the emergency generator set located at the Mt. Oso site, which provides critical backup power for Stanislaus Regional 9-1-1 operations. Holt of California has provided reliable generator maintenance services in prior years and is familiar with the equipment and operational requirements.

The proposed one (1) year agreement includes semi-annual maintenance and required testing to ensure continued performance and regulatory compliance.

The agreement is being presented for retroactive approval to July 1, 2025, to ensure continuity of services and to authorize payment for work already performed.

See Attachment A for details of the services that will be performed during Fiscal Year 2025–2026.

The contract has been reviewed by the Agency’s Attorney and is approved to form.

FISCAL IMPACT:

The annual support agreement with Holt of California will not exceed \$10,000 and is included in the Fiscal Year 2025 – 2026 Final Budget.

RECOMMENDATION:

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute Retroactive Approval to July 1st, 2025, for a One (1) Year

Support Agreement with Holt of California for the Semi-Annual Planned Maintenance Services for the Emergency Generator Set in an Amount Not to Exceed \$10,000.

CONTACT PERSON: Kasey Young, Executive Director
Stanislaus Regional 9-1-1, (209) 552-3903

ATTACHMENTS: A-1: Service and Support Agreement with Holt of California
(16 pages)

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the Consolidated Emergency Dispatch Agency ("JPA") and Holt of California ("Consultant"), on July 1, 2025 (the "Agreement").

Recitals

WHEREAS, the JPA has a need for services involving professional Semi-Annual Planned Maintenance services for an emergency generator set;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 Consultant shall furnish to the JPA upon execution of this Agreement or receipt of the JPA's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of JPA. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the JPA. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to JPA all copyrights to such works. With the JPA's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the JPA desire to reuse the documents specified above and not use the services of the Consultant, then the JPA agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the JPA releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit A**. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the JPA.

1.4 Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to retain a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the JPA and seek the JPA's approval of such subconsultant. Any consultant, expert or investigator employed by the Consultant will be at Consultant's sole cost and expense, and will be the agent of the Consultant, not the JPA.

2. Consideration

2.1 Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in **Exhibit A** attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from JPA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Consultant shall provide the JPA with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the JPA shall pay in full within 30 days of the date each invoice is approved by the JPA. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by JPA to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. JPA has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from July 1, 2025 through June 30, 2026

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-defaulting party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The JPA may terminate this agreement upon 30 days' prior written notice without cause. Termination of this Agreement shall not affect the JPA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 Upon written notice to Consultant, the JPA may terminate this Agreement upon the occurrence of Consultant's bankruptcy or the sale of Consultant's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments

for Consultant to provide the services and work described in **Exhibit A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the JPA.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. Consultant - not the JPA - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached **Exhibit B**.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the JPA and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors. This obligation shall survive termination of this Agreement.

7.2 Consultant's obligation to defend, indemnify and hold the JPA and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be

performed as consultants and not as agents, officers or employees of JPA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of JPA. Except as expressly provided in **Exhibit A**, Consultant has no authority or responsibility to exercise any rights or power vested in the JPA. No agent, officer or employee of the JPA is to be considered an employee of Consultant. It is understood by both Consultant and JPA that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, consultants and not employees of JPA.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to JPA only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to JPA's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to JPA under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as a consultant and not an employee of JPA, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a JPA employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the JPA in any capacity whatsoever as an agent, or to bind the JPA to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As a consultant, Consultant hereby indemnifies and holds JPA harmless from any and all claims that may be made against JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination

thereof.

9.2 Any authorized representative of JPA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the JPA's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. JPA has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of JPA. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of JPA.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or JPA shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To JPA:

Kasey Young, Interim Director
Stanislaus Regional 9-1-1
3705 Oakdale Road
Modesto, CA 95357

To Consultant:

Paul Sinogui, Vice- President
Engine Division
Holt of California
PO BOX 100001
Sacramento, CA 95813-1306

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement. Consultant confirms that it has not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to another other in connection with this Agreement. Consultant affirms that this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over others in the award of this Agreement. Consultant acknowledges the following “safe harbor” provisions of Government Code Section 1097.6:

“Contractor/consultant’s duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.”

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement (“Signatory”) represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Consultant’s obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.

23. Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

24. Certification Regarding Economic Sanctions -- California Executive Order N-6-22

24.1 Consultant shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 JPA shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

24.3 For contracts valued at five million (\$5,000,000) or more, Contractor shall provide a written report to the JPA regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

25. Debarment

Consultant represents and warrants that neither Consultant nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Consultant shall provide immediate written notice to the JPA if, at any time Consultant learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Consultant knowingly made a false representation, in addition to other remedies available to the JPA, the JPA may terminate this Agreement.

26. Levine Act Disclosure Statement

Consultant shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**CONSOLIDATED EMERGENCY DISPATCH
AGENCY COMMISSION**

HOLT OF CALIFORNIA

By: _____
President
Consolidated Emergency Dispatch
Agency Commission

By: _____
Paul Sinogui
Vice- President, Engine Division

"JPA"

"Consultant"

APPROVED: BOS Resolution # _____

APPROVED AS TO CONTENT

By: _____
Kasey Young
SR911 Executive Director

APPROVED AS TO FORM
Thomas E. Boze, County Counsel

By: _____
Thomas E. Boze
County Counsel

EXHIBIT A

A) Scope of Work

1) Description of Services

The Consultant shall provide professional generator maintenance services at the Mt. Oso site for the emergency generator set identified below, in accordance with all applicable standards, including but not limited to:

- a) National Fire Protection Association (NFPA)
- b) National Electrical Code (NEC)
- c) Office of Statewide Health Planning and Development (OSHPD)
- d) The Life Safety Code
- e) The Joint Commission

The specific scope and further breakdown of these services are detailed in Exhibit C.

2) Equipment

The equipment covered under this agreement is an emergency generator set manufactured by Oly, Model Number G20F3S, bearing Serial Number NGF01110. This generator is installed at the Mt. Oso site operated by Stanislaus County's Regional 9-1-1 facility. The generator provides critical backup power in emergency situations, and its proper maintenance is essential to ensure operational reliability during power outages. All planned maintenance services outlined in this agreement will be performed on this specific generator unit, with all procedures conducted in accordance with industry standards and regulatory requirements applicable to emergency power systems.

3) Maintenance Services and Schedule

As part of the annual planned maintenance service, the Consultant shall perform a two (2)-hour Resistive Load Bank Test on the emergency generator to ensure compliance with NFPA 99 and NFPA 110 standards. This test is a required component of the maintenance scope and is necessary to mitigate the risk of “wet stacking”—a condition in which unburned fuel or carbon accumulates in the exhaust system due to prolonged light loading of the generator. The Load Bank Test helps ensure the generator operates at its rated capacity, maintains combustion efficiency, and remains in compliance with regulatory standards. This service shall be scheduled in conjunction with the Annual PM 2 service and is included in the agreed-upon service schedule and pricing.

The maintenance services and required testing will be delivered according to the schedule and associated costs outlined below:

<u>Service</u>	<u>Due Date</u>	<u>Cost</u>
Annual Planned Maintenance (PM 2)	July 2025	\$2,789.57
Semi-Annual Planned Maintenance (PM 1)	January 2026	\$1,536.67
Annual 2-Hour Resistive Load Bank Test	January 2026	\$1,523.01

B) Compensation

Consultant shall be compensated for the services provided under this Agreement as follows:

- 1) Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified below or attached hereto. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. Consultant will not be reimbursed for any expenses without the prior written approval of the JPA. If expenses are approved in writing, no markup shall be paid on reimbursed items.
 - a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
 - b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- 2) The parties hereto acknowledge the maximum amount to be paid by the JPA for services provided shall not exceed \$10,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C) Invoice To

Invoices shall be submitted to:

Stanislaus Regional 9-1-1
Attn: Melissa Parikh
3705 Oakdale Road
Modesto, CA 95357

EXHIBIT C



Power Systems Service: Electric Power, Petroleum, Industrial - 1-916-373-4155 - www.holtca.com/psservice

Detailed Scope of Services

Level 1 PM (Recommended Semi-annual or Quarterly)

1.0 GENERAL

1.1 Visual inspection of the overall condition of the generating set for foreign objects, loose or broken fittings, guards, and other components.

2.0 AIR INDUCTION AND EXHAUST SYSTEM

- 2.1 Air Service Indicator - Inspection and notation of the reading on service indicator (if applicable).
- 2.2 Air Filter – Visual inspection (replace when required at an additional cost).
- 2.3 Air Inlet System – Inspection of piping/ducting for damage, loose connections and inspect for proper louver or inlet air fan operation (if applicable).
- 2.4 Turbocharger – Visual inspection for signs of wet stacking, exhaust leakage or external damage.
- 2.5 Exhaust Manifold – Inspection for damage, lose or missing hardware and evidence of wet stacking and exhaust leaks.
- 2.6 Exhaust Silencer/After treatment – Visual inspection of overall condition, wet stacking, exhaust leaks, loose, broken and missing fasteners, and after treatment high back pressure alarms (if applicable). Check for proper rain cap operation or exhaust fan operation.

3.0 COOLING SYSTEM

- 3.1 Radiator/Heat Exchanger – Visual inspection for leaks, damage and debris. Inspect louvers for proper operation (if applicable).
- 3.2 Coolant – Inspect for proper level, conditioner level, proper freeze point, and visual inspection for color quality. Inspect radiator cap for signs of leaking, damage and deteriorating sealing gasket.

- 3.3 Hoses and Connections – Visually inspect hoses and connections for leaks, bulging, collapsing and damaged clamps.
- 3.4 Fan Drive Assembly – Check for proper operation (no slipping) while engine is running and check for signs of slipping on adjacent components. Inspect fan belt for proper tightness and for any wear cracks.
- 3.5 Jacket Water Heater – Check and record temperature and check upper hose for hardening. Insure circulation is adequate throughout the engine.
- 3.6 Water Pump – Visual inspection for coolant leaks out of flanges and weep holes.
- 3.7 Temperature Thermostats (regulators) – Infrared analysis before and after the regulators prior to starting engine to check for signs of open thermostats. Run engine and record engine coolant temperature after cooling system has stabilized.

4.0 FUEL SYSTEM

- 4.1 Fuel Lines and Connections – Inspect for leaks and condition of hoses (if applicable).
- 4.2 Governor – Inspection of controls and linkage for proper operation (if applicable).
- 4.3 Fuel Filters (primary and secondary) - Inspect for leaks and external damage. Inspect water trap bowls on primary filters for water and sediment (if Applicable).
- 4.4 Day Tank – Check and record fuel level. Visual inspection for leaks and test operation of the transfer pump (if applicable).
- 4.5 Main Fuel Tank – Check and record fuel level. Visual inspection for damage, fuel leaks and signs of water entry (if applicable).
- 4.6 Engine Fuel Priming Pump – Inspect for leaks (if applicable).
- 4.7 Fuel Pressure – Check fuel pressure while engine is running and record if an external gauge is present.

5.0 LUBE OIL SYSTEM

- 5.1 Oil Level – Check for proper oil level and contamination of oil on level gauge. Check for external oil leaks.
- 5.2 Oil Pressure – Check and record engine oil pressure while engine is running if an external gauge exists.
- 5.3 Crankcase Breather – Visual inspection for damage leaks and excessive blow-by while the engine is running.

5.4 Oil Sampling – Obtain oil sample for laboratory analysis; TBN check for extended oil change intervals (if applicable).

6.0 ENGINE STARTING SYSTEM

6.1 Batteries – Maintain electrolyte level, clean and tighten post connections as needed, Battery analyzer test and record voltage drop while engine is cranking for lead acid battery's.

6.2 Battery Charger – Verify proper float and boost operation, adjust float to match battery type where applicable, and inspect for loose and deteriorated wiring.

6.3 Starter Motor – Verify connections are tight and clean. While cranking listen for abnormal engagement and cranking noises.

6.4 Charging Alternator – Check belts for looseness and deterioration, record DC voltage during engine operation and record maximum amperage output; compare with specifications.

7.0 CONTROL PANEL

7.1 Start Controls – Check manual/auto start switch for proper operation. Check automatic start function and return to the “auto” position after testing; record position of manual/auto switch after testing (if applicable).

7.2 Metering – Verify that the voltage and engine parameter gauges function while engine is operating, record the readings of each after engine operation has stabilized (if applicable).

7.3 Emergency stop – Test for proper operation and annunciation; return switch to run position and record switch position after testing (if applicable).

7.4 Remote Annunciator – Lamp test to check for presence of DC voltage and correct lamp operation (if applicable).

7.5 Control panel-operation and test.

7.6 Safety Shutdowns – Test for proper safety shutdown operation and annunciation (if applicable).

8.0 GENERATOR MECHANICAL (if applicable)

8.1 Space Heaters – Check for proper operation (if applicable).

8.2 Generator – visual Inspection of generator for foreign material, dirt, and grease/oil accumulation.

8.3 Vibration Isolators – Check for proper adjustment and condition of mounting hardware.
Visual inspection of generator set for movement while starting.

8.4 Main Circuit Breaker – Open and close circuit breaker; record breaker position after testing.

9.0 AUTOMATIC TRANSFER SWITCH (if applicable) - (inspection includes one ATS)

9.1 Monitor source voltage indicators while engine is running.

9.2 Perform a visual inspection inside the ATS with proper personal protective clothing on, and check for hot spots with an infrared thermometer if a proper ARC flash study has been performed.

9.3 With customer approval, perform a building load test and observe ATS operation until the engine cools down and the shutdown sequence occurs.

8.10 Fan – Check for broken fan blades and foreign debris.

Level 2 PM (includes items listed in Level 1 PM. Recommended annually)

3.0 COOLING SYSTEM

3.8 Coolant – Obtain coolant sample for level two laboratory analysis.

3.9 Radiator Cap – Pressure test radiator cap for proper operation

3.10 Radiator – Pressure test radiator (if applicable).

4.0 FUEL SYSTEM

4.8 Fuel – Obtain fuel sample from main tank for laboratory analysis (if applicable).

4.9 Filters – Replace engine fuel filters (if applicable).

5.0 LUBE OIL SYSTEM

5.7 Oil – Replace engine oil and record level after engine testing (unless approved for extended intervals)

5.8 Filters – Replace engine oil filters.

6.0 STARTING SYSTEM

6.8 Magnetic Pickup Sensor – Remove sensor and clean. Reinstall sensor and set to the proper depth.

Record voltage output while engine is running (if applicable).

6.9 Starter Motor - On units with multiple starters verify each starter operates properly.

8.0 GENERATOR MECHANICAL (if applicable)

8.8 Exciter/PMG – Check and record exciter clearance if accessible.

8.9 Conductors – Check AC conductors for insulation damage within the marshaling box.

8.11 Bearing – Lubricate generator bearings (if applicable).

Resistive Load Bank Testing (Recommended annually)

11.0 RESISTIVE LOAD BANK TEST

11.1 Connect load bank to generator output

11.2 Start engine and record baseline readings (Engine: Oil Pres, Water temp, Fuel pressure, RPM, D.C. Voltage, & Exhaust temp.

Generator: A.C. Voltages across all phases, Amperage @ each phase, Frequency, Power, Power Factor, & Ambient temp.)

11.3 Apply load to generator at required levels and at required intervals. Monitor unit and recording readings at required intervals for duration of load bank test.

11.4 Complete Load Bank Data Sheet and provide copy to customer.



Kasey Young, Executive Director

Vote Required: Yes No

AGENDA DATE: July 29, 2025

SUBJECT: Authorize an Increase in Budgeted Appropriations in Account 63000 Professional and Special Services by \$56,000 to Reflect Increased Contract Pricing from Mission Critical Specialists, Inc. and Tait North America, Inc., Due to Updated Vendor Rates Exceeding Previously Budgeted Amounts

DISCUSSION:

Account 63000 – Professional and Special Services includes funding for ongoing vendor support agreements that provide essential maintenance and technical services for the Consolidated Emergency Dispatch Agency Commission.

For Fiscal Year 2025/2026, budgeted appropriations in this account were developed using Stanislaus County's standard 2.7% cost-of-doing-business escalator. However, updated service agreements from both Mission Critical Specialists, Inc. and Tait North America, Inc. reflect increases that exceed this standard escalation rate.

The increase in Tait North America's contract is primarily due to the addition of equipment under the County-wide 800 Mega hertz Public Safety Radio System maintenance plan, resulting in a higher annual cost. In addition, Mission Critical Specialists, Inc. will be performing battery replacements this year as part of its UPS maintenance services, which represents a one-time increase above regular support fees.

As a result, an increase of \$56,000 is necessary to fully fund these contracts and ensure continuity of services. Approval of this item will align the budget with actual contract costs and support the continued delivery of critical infrastructure maintenance for public safety communications.

Future budgets will incorporate an earlier contract-review timeline and enhanced forecasting controls so that all anticipated price adjustments are captured before appropriations are finalized. This proactive approach will prevent similar mid-year budget adjustments in subsequent fiscal cycles.

See Attachment A for details of the agreements requiring revised appropriations.

FISCAL IMPACT:

The requested budget adjustment will increase appropriations in Account 63000 – Professional and Special Services by \$56,000 in Fiscal Year 2025/2026. The adjustment is necessary to cover the increased costs associated with updated service agreements from Mission Critical Specialists, Inc. and Tait North America, Inc.

This increase will be funded using available fund balance and budget surplus carried over from previous years. As a result, there will be no increase in costs to partner agencies.

RECOMMENDATION:

Authorize an Increase in Budgeted Appropriations in Account 63000 – Professional and Special Services by \$56,000 to Reflect Increased Contract Pricing from Mission Critical Specialists, Inc. And Tait North America, Inc., Due to Updated Vendor Rates Exceeding Previously Budgeted Amounts.

CONTACT PERSON: Kasey Young, Executive Director
Stanislaus Regional 9-1-1, (209) 552-3903

ATTACHMENTS: A-1: Fiscal Year 2025 – 2026 Contracts Budget Worksheet
A-2: Stanislaus Regional 9-1-1 Current Balance Sheet

Stanislaus Regional 911
 Fiscal Year 2026 Final Budget Allocation Detail
 Professional Services

Actuals thru Apr-25
 + YE projection

Account #	Vendor	Equipment/Services	FY 2024 Budget	FY 2025 Budget	FY 2025 YE Projection	FY 2026 Budget	% Change	Notes
63000	Mission Critical(MCS)	UPS Annual Maintenance	\$ 9,100	\$ 9,383	\$ 9,110	\$ 9,636.34	2.7%	No long term agrmnt - increased FY 25/26 projection by county escalator rate 2.7%
63000	Dr. Jocelyn Roland	Pre-employment psych interviews	\$ 9,000	\$ 9,000	\$ 5,000	\$ 9,000	0.0%	\$500 per applicant
63000	Core Psychological Corporation	Pre-employment psych interviews	\$ -	\$ -	\$ -	\$ 9,000		\$500 per applicant
63000	Dr. Jocelyn Roland	Counseling Services/Debriefing	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	0.0%	Monthly Retainer Annual Maint. - increased current contract amt by county escalator rate
61600	Holt of California	Maintenance generator at Mt. Oso	\$ 5,000	\$ 5,000	\$ 8,271	\$ 5,752	15.0%	2.7% for proj
63000	Central Square	CAD software maintenance	\$ 189,000	\$ 203,065	\$ 200,166	\$ 238,000	17.2%	Budgeted based on invoice
63000	TaittHarris	P25 System Support Agreement	\$ 75,000	\$ 75,000	\$ 70,056	\$ 75,000.00	0.0%	800 MHz Radio System Support
63000	Continental Landscape	Grounds Maintenance	\$ 5,000	\$ 5,000	\$ 4,635	\$ 5,000	0.0%	Shared with OES for 3705 Oakdale Road
63000	Avtec	Dispatch Radio System Maintenance	\$ 50,000	\$ 50,921	\$ 63,997	\$ 60,326	18.5%	Avtec new contract quote for ScoutCare
63000	Simpson	Background Investigations	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,540	2.7%	Dispatcher Applicants - increased by county escalator 2.7%
63000	Rank	Background Investigations	\$ 20,000	\$ 20,000	\$ 15,000	\$ 20,540	2.7%	Dispatcher Applicants - increased by county escalator 2.7%
63000	Champion	Maintenance Agreement - AC units	\$ 5,000	\$ 5,000	\$ 8,500	\$ 5,135	2.7%	Includes minor repairs - increased by county escalator 2.7%
		Total Contracts	\$ 399,100	\$ 414,369	\$ 416,735	\$ 469,930	13.41%	
65100	Mo-Cal Solutions	Copier Leases	\$ 6,000	\$ 6,180	\$ 5,300	\$ 6,347	2.7%	Adm/Ops. Lease + overage charges (2.7% county escalator)
		Total Leases(expense)	\$ 6,000	\$ 6,180	\$ 5,300	\$ 6,347	2.70%	
65300	Mt. Oso - Moeller	Lease of transmission site on Mt. Oso	\$ 19,159	\$ 19,734	\$ 18,516	\$ 20,267	2.7%	County Escalator Rate of 2.7%
65300	Fowler Peak-Weidhofer	Lease of transmission site on Fowler Peak	\$ 36,017	\$ 37,098	\$ 39,913	\$ 38,100	2.7%	County Escalator Rate of 2.7%
		Total Real Property Leases	\$ 55,176	\$ 56,832	\$ 58,429	\$ 58,366	2.70%	
62210	Stanci\Higher Ground	Maintenance on voice recorder	\$ 6,900	\$ 7,107	\$ 5,010	\$ 7,299	2.7%	Voice Recorder software
62210	Biddle Consulting Group	CritiCall testing Software	\$ 1,400	\$ 1,442	\$ 6,680	\$ 1,481	2.7%	Annual support - CritiCall Testing software
62210	Wavecrest Computing	Proxy software - internet filtering & reporting	\$ 900	\$ 927	\$ 879	\$ 952	2.7%	Support Current IT Network
62210	ESRI	GIS Software license	\$ 4,000	\$ 4,120	\$ 3,475	\$ 4,231	2.7%	Support Current IT Network-Mapping
62210	GovWorx	CommsCoach	\$ -	\$ 28,500	\$ 28,500	\$ 29,270	2.7%	AI-powered training, evaluation, and career development platform for 911
62210	SNMP Vendor	SNMP Software (Network Management)	\$ 5,500	\$ 5,665	\$ 5,665	\$ 5,818	2.7%	Support Current Radio Network
62210	WVMWare/BIG GREEN IT LLC	VMWare Maintenance and Support	\$ 3,500	\$ 3,605	\$ 9,200	\$ 3,702	2.7%	Support Current IT Network
62210	PowerDMS	Plan It Software	\$ 3,000	\$ 3,090	\$ 3,387	\$ 3,173	2.7%	PowerFTO Subscription
62210	PowerDMS	Public Safety Solutions	\$ 2,000	\$ 2,060	\$ 3,302	\$ 2,116	2.7%	PowerTime Subscription
62210	PowerDMS	Public Safety Solutions	\$ 12,000	\$ 12,360	\$ 7,655	\$ 12,694	2.7%	PowerLine & PowerPolicy Professional Subscriptions
62210	Telcion/Big Green IT	Nimble Maintenance and Support	\$ 5,500	\$ 5,665	\$ 8,733	\$ 5,818	2.7%	Support Current IT Network
62210	Telcion	SmartNet Renewal	\$ 1,000	\$ 1,030	\$ 4,438	\$ 1,058	2.7%	Support Current IT Network
62210	Telcion	SR911 Security 3-year term annual payment	\$ 1,300	\$ 1,339	\$ 5,244	\$ 1,375	2.7%	Support Current IT Network
62210	Cisco/Telcion/Big Green IT	Annual License Renewal and Support	\$ 10,200	\$ 10,506	\$ 10,956	\$ 10,790	2.7%	Support Current IT Network
62210	Cisco/Telcion/Big Green IT	Cohesity Back - Ransomware Software	\$ 17,000	\$ 17,510	\$ 26,349	\$ 17,983	2.7%	Support Current IT Network
62210	SHI INTERNATIONAL	Splunk Enterprise Term License; Software to archive, manage, and store firewall logs	\$ 4,100	\$ 4,223	\$ 4,811	\$ 4,941	17.0%	2.7% increase from FY25 invoice; Support Current IT Network
		Total Software	\$ 78,300	\$ 109,149	\$ 134,284	\$ 112,700	3.25%	

	7900-Investment Trust Funds		7900-Investment Trust Funds	
	Total		Total	
	USD - US Dollar		USD - US Dollar	
	Year-to-Date		Year-to-Date	
	Beginning Balance	NET ACTIVITY	Ending Balance	
	Actual		Actual	
	All SC_FUTURE Values		All SC_FUTURE Values	
	All SC_INTERFUND Values		All SC_INTERFUND Values	
	All SC_MISC Values		All SC_MISC Values	
	All SC_LOCATION Values		All SC_LOCATION Values	
	All SC_PROJECT Values		All SC_PROJECT Values	
	SR06111-SR911 Emergency Dispatch		SR06111-SR911 Emergency Dispatch	
	July 2024		June 2025	
	SC PL Modified Accrual		SC PL Modified Accrual	
01400-Prepaid Items	41,722.20	-	41,722.20	
01000-Equity in Pooled Cash	2,007,012.18	(1,576,400.05)	430,612.13	
01005-Cash Clearing	(16,231.88)	(45,072.21)	(61,304.09)	
01110-Accounts receivable	446,068.68	443,251.46	889,320.14	
01150-Other receivables	900.00	(13,856.55)	(12,956.55)	
ASNDO-ASSETS AND DEFERRED OUTFLOWS	2,479,471.18	(1,192,077.35)	1,287,393.83	
02000-Accounts Payable	-	-	-	
02010-Accounts payable other	(180,561.38)	125,378.20	(55,183.18)	
02074-Sales and Use Tax Liability	-	-	-	
02400-Deferred revenues	(22,001.09)	-	(22,001.09)	
02071-Salaries and benefits accrual	(247,212.81)	(27,162.21)	(274,375.02)	
LINDI-LIABILITIES AND DEFERRED INFLOWS	(449,775.28)	98,215.99	(351,559.29)	
03670-Fund balance assigned	(133,868.35)	-	(133,868.35)	
03676-Fund balance committed	(466,364.00)	-	(466,364.00)	
03610-Fund balance/Retained earnings	(1,429,463.55)	-	(1,429,463.55)	
FBNNP-FUND BALANCE AND NET POSITION	(2,029,695.90)	-	(2,029,695.90)	
REVNU-REVENUES	-	(9,745,296.50)	(9,745,296.50)	
EXPEN-EXPENDITURES	-	10,839,157.86	10,839,157.86	
Total Fund Balance	(2,029,695.90)	1,093,861.36	(935,834.54)	
Total Fund Balance and Liability	(2,479,471.18)	1,192,077.35	(1,287,393.83)	