

**YAMHILL COUNTY
RADIO SYSTEM AND MICROWAVE
SUPPORT CONTRACT**

THIS AGREEMENT ("Agreement" or "Contract") is made effective the last date set forth adjacent to the signatures of the parties below between Yamhill County, a political subdivision of the State of Oregon (referred to as "County" in this Agreement) and RadioDan, LLC, an Oregon limited liability company, located at 350 A Street, Independence, Oregon 97351 (referred to as "Contractor" in this Agreement) for performance of radio system maintenance and related services.

WHEREAS, in the fall of 2013, the Yamhill Communications Agency, (YCOM), solicited and considered quotes for services for support of the Yamhill County Radio and Microwave system ("Radio System") through a formal written Request for Informal Budgetary Price Quotes process. Based upon the quotes submitted in response to this request, YCOM and (Contractor) entered into a contract for services in accordance with the specifications and quote provided on January 1, 2014. That agreement for services has been maintained since that time.

WHEREAS, in June of 2015, YCOM and County entered into an Intergovernmental Agreement, (IGA), to transfer responsibility for the support and maintenance of the Radio System from YCOM to County. Subsequent to this transfer, on July 1, 2015, YCOM's agreement with Contractor for Radio System support and maintenance services was terminated so that Contractor could pursue negotiations with County for a substantially similar agreement.

WHEREAS, the County now desires to continue the services provided through the previous Agreement between YCOM and Contractor and Contractor desires to continue providing these same services to County. NOW THEREFORE

AGREEMENT: In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor hereby agree as follows:

1. All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each of the following, which shall be referred to collectively as the Contract Documents:
 - (1) Exhibit A – Request for Quotes
 - (2) Exhibit B – Contractor Quote
 - (3) Exhibit C – Scope of Services
 - (4) Exhibit D – Preventative Maintenance Schedule
 - (5) Exhibit E – Oregon Public Contracting Requirements for Goods and Service Contracts

2. Term. This signed Agreement shall become effective on July 1, 2015 and shall extend from its execution to June 30th, 2016 unless either party notifies the other, with 30 days notice, of the intent to terminate the Contract. The term shall automatically renew for additional one year periods unless either party provides written notice of its intent not to renew within 60 days of the then current expiration date. Notwithstanding this Term, the County reserves the right to terminate this Contract as otherwise outlined in this Agreement.

2. Compensation.

2.1 Payment. Contractor will provide the services in this Agreement for a yearly sum of \$120,000, billed monthly in the amount of \$10,000.00. Contractor shall bill County for services provided with an itemized, monthly invoice. This Contract does not authorize Contractor to perform any work not specifically listed in the Scope of Services or in this Contract. Any Contractor work outside of the Contract must be first approved in writing by the County. The Parties will agree to such rates at the time of the approval.

Compensation increases to Contractor shall be negotiated annually and will not exceed an amount equal to 3% of the total yearly sum billed in the then current year.

2.2 Invoices. Payments shall be based upon Contractor's itemized invoices submitted to the County. Invoices must include documentation detailing the previous month's fees and the detailed actual costs. Any materials or authorized or subcontracted services will be invoiced separately from the regular monthly billing.

2.3 Service Payments.

a. The County will review Contractor's invoice and within ten (10) days of receipt and review of the invoice notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, the County shall pay the invoice amount in full within thirty (30) days of invoice date.

b. If the County fails to make any payment due Contractor for services and expenses within thirty (30) days of the date of receipt of the undisputed Contractor's invoice, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

3. Permits, Licenses, Certifications. Contractor is responsible for obtaining all necessary permits, licenses, certifications, or approvals and authorizations necessary for the performance of the Contract.

4. Termination by Mutual Consent; Termination for Convenience. This Contract may be terminated by mutual consent of the parties upon written notice. In addition, the County may terminate all or part of this Contract for convenience by giving

seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for undisputed Contract work completed and accepted before termination, less previous amounts paid and any claim(s) the County has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination. The County shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

5. Termination for Cause. In addition to the above, the County may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 5.1 If County funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

- 5.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

- 5.3 If any permit, license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

6. Termination for Default. Either the County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, County may terminate this Contract unilaterally for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

7. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

7.1 If terminated under paragraph 6 by the County due to a breach by Contractor, the County may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the rates provided under this Contract, then Contractor shall pay to the County the amount of the reasonable excess.

7.2 In addition to the above remedies for a breach by Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

7.3 If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

7.4 The County shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

7.5 Upon receiving a notice of termination, and except as otherwise directed in writing by the County, Contractor shall immediately cease all activities related to the services and work under this Contract.

8. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services the County is purchasing.
9. Reports. The Contractor shall provide the County with reports as detailed in Exhibit C, Scope of Services.
10. Change Orders. Contractor and the County reserve the right to order changes to the services to be provided herein. Contractor and the County shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
11. Confidentiality. Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or YCOM. Any and all (i) County or YCOM information, (ii) information provided by County or YCOM and marked confidential, (iii) Protected Health Information or EPHI, or (iv) information identified as confidential in a separate writing, that becomes available to Contractor in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes

whatsoever, except as may be provided elsewhere under this Agreement or in conformance with applicable Exhibits. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information. Contractor shall maintain the confidentiality, both external and internal, of any Confidential Information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall also maintain necessary confidentiality.

12. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

YAMHILL COUNTY:

Yamhill County
535 NE 5th Street
McMinnville, OR 97128

Phone: 503.472.9371

CONTRACTOR:

RadioDan, LLC
350 A Street
Independence, OR 97351

Phone: 503.807.3036

13. Warranty. Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the County shall not alter or affect the obligations of Contractor or the rights of the County.

14. Insurance. Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

14.1. Workers' Compensation Insurance in compliance with statutory requirements;

14.2. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;

14.3. Professional Liability Insurance, including errors and omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect

against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to provision of the services;

14.4 Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$250,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services;

14.5. The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to the County. At the County's request, Contractor shall furnish the County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to the County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name Yamhill County, their commissioners, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of the County and that any insurance maintained by the County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

Contractor shall: (a) provide the County with a copy of a current Certificate of Insurance with the coverages listed above; (b) include the County as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) ensure that all policies provide a 30-day notice of cancellation to the named insured.

15. **Indemnity.** Contractor shall protect, defend, indemnify and hold the County harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of or related to the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the County.
16. **Force Majeure.** This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or

an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event. If such event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.

17. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that the County shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that the County is not the exclusive user of the services that Contractor provides.
18. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without the County's prior written consent, which may be granted or withheld at the County's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. The County's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
19. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
20. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Yamhill County Circuit Court, Yamhill County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
21. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit D, attached hereto and incorporated herein by this reference.
22. Attorney Fees. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether

incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

23. Conflict of Interest. Contractor shall not undertake or engage in any business or other venture which conflicts with the interest of the County or of YCOM or any YCOM member agencies. In any and all matters pertaining to the County and YCOM, the interest of the County and YCOM shall be paramount. Further, the Contractor shall not operate any private business from any County or YCOM controlled property nor shall Contractor utilize any County or YCOM property for Contractor's private business other than as it directly relates to this agreement.
24. Third Party Beneficiaries. The County and the Contractor are the only parties to this Agreement. The parties do not confer any rights or remedies upon anyone other than themselves and their respective successors.
25. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
26. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties. There are no understandings, agreements, or representations, either oral or written, not specified in this Agreement. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein. Failure of either party to enforce any provision of this Agreement will not constitute a waiver of that or any other provision.
27. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

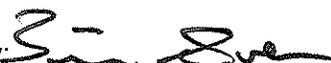
RADIODAN, LLC:

By: 

Dan Apperson, Owner

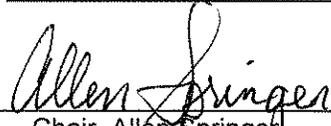
Date: 7/29/2015

YAMHILL COUNTY:

By: 

Sheriff Tim Svenson

Date: 7/29/15

By: 

Chair, Allen Springer

Date: 7-30-15

Accepted by Yamhill County
Board of Commissioners on
7-30-15 by Board Order
15-299

APPROVED AS TO FORM:


Christian Boenisch, County Counsel

EXHIBIT A
Request for Quotes

Please use the information below for the informal budgetary price quote for 24/7 support of the Yamhill County radio system and the YCOM dispatch center.

YAMHILL COUNTY RADIO/MICROWAVE SYSTEM: The Yamhill County radio system currently consists of the following and includes related equipment and functionality:

40	TAIT TB8100 UHF Repeaters
5	JPS Voters
5	TAIT QS2 Simulcast Controllers
8	TAIT T800 and TB8100 UHF Fire ground Repeaters
8	UTAC and UCALL Repeaters
3	Paging Repeaters VHF Low-band
3	Paging Transmitters VHF Hi-band (this includes support of the paging link to Newberg-Dundee 9-1-1 Center)
11	Microwave hops (Currently, Harris Constellation DVM6-12) + related equipment (channel banks and Loop switches)

On Demand Support for 10 Communications Radio and Paging Sites

- High Heaven, Eola Hills, McMinnville fire, ODOT(Mt. Top East), Mt Top West, Bald Peak, Eagle Crest, Doane Creek, Spirit Mountain and Mt. Hebo
- There will be an 11th site added in the future – Saddlebag Mountain

In addition to the paging, radio and microwave equipment, these sites include: Power Plants, Batteries, Generators and Grounds Maintenance.

Occasional support for 5 Fire agencies for sirens and other in-house equipment

DISPATCH CENTER: Support for the 9-1-1 dispatch center includes headset jacks and speakers for each work stations:

5	Zetron Integrator RD (Version 5 Software) Dispatcher Work Stations (24/7 Support for 3 of the 5 Work Stations)
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BACKUP DISPATCH CENTER: The backup dispatch area located at McMinnville Fire is equipped with surplus equipment including previous versions of the current equipment. The backup center will not require 24/7 support unless the main dispatch area has been evacuated:

1	Zetron Back Room Equipment to support Dispatch Stations (48 Channels)
2	Zetron EOC Backup Dispatch Stations
1	Orbacom EOC Dispatch support equipment
2	Dinet UNIPAGE V1 (1 is located at Sheridan Fire)

Response Times and Training:

Technicians supporting the system and responding to service calls must be trained and experienced in the support of the involved equipment. They must also have clearance through the Criminal Justice System (CJIS) for access to YCOM and to the sites.

Support must be available 24/7 for most items, with a maximum one (1) hour response time by telephone and a maximum of three (3) hour response time to any one of the sites. Non priority items will be handled during normal business hours.

Exhibit B
YCOM Radio / Microwave System
Maintenance Proposal
Presented by
RadiodanLLC

Introduction:

RadiodanLLC is pleased to offer this maintenance proposal in response to the informal request for quotes dated 9/5/2013 by Janis Cameron of Yamhill Communications Agency (YCOM). Since RadiodanLLC currently has a contract for Maintenance Oversight on the same set of equipment and sites, this would supersede the remainder of the existing contract.

Proposal:

RadiodanLLC will provide routine maintenance of the sites and equipment as listed in the requesting document dated 9/5/2013, as well as 24/7 support for the items listed requiring said coverage. The RadiodanLLC philosophy of maintenance is a holistic approach, covering all related ancillary equipment and subsystems required to provide full functionality of the covered system. RadiodanLLC maintenance includes regular site visits as well as normal alarm monitoring as is currently in place on this network. Over the course of the contract, such improvements as are required for smooth and efficient operation of the system will also be added as part of this contract, with YCOM only being liable for equipment and material costs. Such improvements will be discussed with YCOM prior to the work being done.

RadiodanLLC will also provide customer support in relation to this system including problem research and mitigation efforts with the system users, as well as dispatch personnel. No actions affecting the normal operation of the system will be taken by RadiodanLLC without prior notification of YCOM staff.

Training:

Dan "Radiodan" Apperson is fully trained by factory representatives on all components and subsystems which make up the YCOM Radio / Microwave network. This includes, but is not limited to, Tait QSII Simulcast systems and related Base Stations, Harris Microwave Equipment, Adtran Channel Banks, and Zetron 4000 Series Console Systems. He has more than 40 years of experience in the Public Safety 2 way radio field, and was involved in the installation (at three of the sites) and implementation of the YCOM system. He has also been closely involved with system improvement processes following the initial system turn up. Thusly he is intimately familiar with all aspects of the YCOM system and it's operational and maintenance needs.

All other RadiodanLLC personnel are under close supervision of Mr. Apperson, and are receiving hands on training on these products and systems as the work proceeds. All RadiodanLLC staff has already been cleared for work on PCSO sites and equipment through the normal Law Enforcement background check process.

Terms:

RadiodanLLC will provide the services required in this agreement for a yearly sum of \$129,000 billed monthly at \$10,750. Any work performed outside of this contract will be billed at the current shop rate (now at \$100.00 per hour), and all materials or subcontracted services will be billed separately.

SCOPE OF SERVICES

Exhibit C

DEFINITIONS

- a. "Maintenance" or "Radio System Maintenance" means the maintenance of the system backbone or infrastructure as defined herein.
- b. "Prime Site" means the physical location of the primary radio system controllers located at McMinnville Fire Station, 175 NE 1st.
- c. "Paging System" means the infrastructure installed at one or more of the "Radio Sites" to be used for alerting and passing text messaging to field personnel as well as offering "Tap Out" to Fire Stations as appropriate.
- d. "Radio System" means the backbone radio network including but not limited to: the Prime Sites, and remote radio sites housing radio transmitters, receivers, antennas, combiners, microwave systems, paging system, and associated radio equipment as well as the subsystems comprised of Simulcast, fire ground, multicast and stand alone system.
- e. "Simulcast System" means multiple radio sites with multiple radios at each site, each radio on a different frequency at an individual site but then duplicated at all the other sites, with full Radio System features, transmitting on a single frequency at the same time. Providing optimum coverage for primary coverage area with minimum frequency use.
- f. "TAC 29" means the patch from Washington County's 800 system to the County radio system for interoperability.
- g. "West 3" means the patch capabilities between the Polk County radio system and the Yamhill County radio system for interoperability
- h. "Mobile Data Infrastructure" means multiple radio sites with one data radio base station at each site.

SCOPE OF SERVICES

Vendor agrees to provide the operational management, maintenance, repair and related services described in the Contract documents, including but not limited to Exhibits A and B. Maintenance, repair and services for infrastructure shall be provided at the location or locations specified in the Contract Documents, on a 24-hour a day, seven day a week basis and shall include up to two (2) tower climbs per contract year.

Vendor shall also provide support for all related ancillary equipment and subsystems required to provide full functionality of the overall radio/microwave system.

Support includes regular site visits, preventative maintenance as well as normal alarm monitoring as is currently in place on the network.

Except as stated elsewhere in the Contract Documents, Vendor shall furnish the tools, supplies, labor, equipment and other services necessary for the performance of Services.

Service shall include:

Scheduled Infrastructure Preventive Maintenance (PM) during normal business hours based on the specific needs of the Communications System on an annual basis.

Preventive maintenance shall include performance validation to maintain the Radio System in accordance with specifications. This shall include but not be limited to equipment calibration, lubrication, cleaning, replacement of defective parts, correction, retrofitting for engineering changes. The PM will include, but is not limited to:

- a. Physically inspect cabinet, general circuitry and connections.
- b. Measure transmitter power output and adjusts to rated output.
- c. Check and adjust all combiners and multi-couplers
- d. Measure reflected power of the transmitter antenna system and transmitters.
- e. Measure and adjust frequency and modulation, as required by the Federal Communications Commission's (FCC) Rules and Regulations.
- f. Measure and adjust receiver sensitivity and frequency.
- g. Check Radio System audio levels and quality.
- h. Measure digital system BER (Bit Error Rate) and adjust as necessary.
- i. Remove any oil, dust, and/or foreign substances from equipment.
- j. Calibration of simulcast systems to applicable performance standards.
 - Record all work performed. This information must be descriptive about the work that was completed and any critical measurements or deviation from calibrated norms. All parts or assemblies replaced must be listed.
- k. Vendor shall take any corrective actions necessary to maintain equipment in full compliance with the Federal Communications Commission's (FCC) Rules and Regulations, and within Radio System's specific tolerances.
- l. Verify standards
- m. Vendor will provide documentation as to the results of the annual PM. This information will contain a minimum of the following data: Model and serial number; power output and VSWR of station and combiner; frequency check; Modulation levels; receiver sensitivity; line levels; location of equipment; and site information.
- n. Vendor shall provide Quarterly written summaries of preventative maintenance, routine, and or emergency repairs that have been completed during the prior 90 days. Should further reporting or more detail be required, reports may be generated on a more frequent basis.
- o. Provide unscheduled, on call maintenance as required for intermittently failing or inoperative equipment. Maintenance includes determining the cause of the failure and/or intermittent service, removing, repairing or replacing parts or elements as necessary in order to conform with the manufacturer's factory specification along with Radio System specific specifications, delivering and installing the parts, and

placing the equipment or software back into service. Callout procedure is as follows:

In the event of a system failure resulting in significant impediment to communications, the contractor will be contacted using the primary phone number (503-807-3036) and report the outage. In the event the primary number cannot be reached, the secondary number (971-225-4511) will be used. In the event the secondary number cannot be reached, the second back up number at (503-991-4069) is available for use. Once the on call technician has been advised of the situation he/she shall respond to the issue in accordance with terms described elsewhere in this contract, and within accepted industry practices, making every reasonable effort to restore normal service in a timely fashion. Records of the event(s) shall be entered into the documentation required as part of this contract and shall be made available to YCOM at their request.

- p. Establish and sustain maintenance materials, manuals, tools, critical spares at a prime or critical site as necessary for maintenance, diagnostics and repair of the system.

Over the course of the contract, required improvements will also be added as part of this contract, with the COUNTY only being liable for equipment and material costs. Such improvements will be discussed with the SHERIFF's OFFICE prior to the work being done.

INSPECTION AND REPORTING

Vendor will provide quarterly reports of all services performed as well as recommendations for system improvement and upgrades.

Inspection of all infrastructure and sites shall be conducted at least annually and a report submitted to the SHERIFF's OFFICE with the findings.

PERSONNEL QUALIFICATIONS AND TRAINING

- Support shall be provided by technicians who have been fully trained by factory representatives on all components and subsystems which make up the Yamhill County Radio-Microwave network. This includes, but is not limited to, Tait QSII Simulcast systems and related Base Stations, Harris Microwave Equipment, Adtran Channel Banks, and Zetron 4000 Series Console System. The SHERIFF's OFFICE may require additional training requirements or certification standards. Vendor shall perform the services in accordance with accepted engineering practices and consistent with a public safety environment, using only qualified staff that is familiar with the equipment they are servicing
- Vendor's service delivery staff shall be properly factory trained by the primary manufacturers of the equipment as described to deliver the services requested and will continue to be kept properly trained as technology evolves.

SERVICE STANDARDS

- a. Vendor shall furnish the SHERIFF's OFFICE with a central telephone number to call for equipment maintenance. This telephone service shall be available 24 hours a day, seven days a week.
- b. Response Time: Vendor shall provide service delivery including periodic monitoring and maintenance by remote access diagnostic equipment as available on the Radio System and, where trouble is reported through such equipment or by an individual, fully qualified service delivery staff will respond as identified in Exhibit A. On site response is subject to site access conditions, weather. Any cost associated with unusual access to the site is the responsibility of the Vendor i.e., snow cats, helicopters, etc. unless otherwise established by mutual agreement.
- c. Down Time: Because of the critical public safety nature of the Radio System, Vendor shall ensure that major down time, i.e., down time of any complete site, will be limited to the minimum time necessary to maintain the site equipment to manufacturers specifications and peak operational performance. Vendor shall not intentionally disable any site or interrupt any microwave path to or from a site without first notifying the SHERIFF's OFFICE and obtaining approval.
- d. Maintenance to Radio System's Specifications: All equipment maintained under this agreement shall be maintained to the manufacturer's factory specifications and Radio System specific specifications; provided however, service standard exceptions may be allowed by the SHERIFF's OFFICE when special circumstances can be demonstrated.
- e. Spare Parts: If budgetarily feasible, the SHERIFF's OFFICE shall obtain adequate spare parts as recommended by the manufacturer and the Vendor. All spare parts must meet or exceed the specifications of the manufacturer of the unit in which the part is installed and shall be free of defects in title, material, and workmanship.

Unless specifically agreed to by the SHERIFF's OFFICE nothing in this documentation requires the SHERIFF's OFFICE to purchase equipment parts or all services from the Vendor/Contractor. As long as the equipment or service meets basic requirements, certain equipment and services may be purchased based on best price and availability from other sources.

COORDINATION AND SITE ACCESS

Delivery of services will require coordination and cooperation with a variety of vendors, governmental agencies and site owners. Vendor shall maintain good working relationships with other vendors and service providers necessary to support overall system and will coordinate access as necessary to complete repairs or other work at the various sites.

ASSET TRACKING

- a. The maintenance services to be provided by Vendor under this Agreement shall include asset tracking of each piece of equipment in the system. Such tracking shall include, at a minimum: the manufacturers or other unique identification of each piece of equipment; its acquisition and installation dates as well as replacement date. Vendor will include this information in its quarterly reports to the SHERIFF's OFFICE.

Operating problems, maintenance records as well as other historical data related to the repair of the equipment may also be tracked at the request of the SHERIFF's OFFICE.

- b. Every visit to the site, its date, purpose, and resolution shall also be recorded. The record should include the description of any work performed as well as any events that might significantly affect the site.
- c. The database of all sites will be maintained by Vendor. Vendor will include this information in its quarterly reports.

ADDITIONAL SERVICES

The Vendor shall provide the following additional Maintenance Services:

- a. Conduct and record visual building and tower inspection.
- b. Inspect and record generator run hours to verify test cycle and check for fluid leaks.
- c. Provide labor related to the repair of the microwave system.
- d. Coordinate site access with other service providers related the County's towers, antennas systems, buildings, grounds, UPS systems, generators and fuel systems, physical security, and access road maintenance.
- e. Provide installation, maintenance and repair of UHF, VHF, 700MHz and 800 MHz interoperability equipment at the Radio Sites.

Exhibit D

YCOM Preventative Maintenance Plan

Bullet Points

Daily:

- 1) Monitor busier channels while driving around coverage area, noting any areas of poor signal strength or excess Simulcast Distortion.

Weekly: (at Mac Fire)

- 1) Verify FARSCAN operation and paging
- 2) Verify normal Tait QCC poling
- 3) Verify normal LAN traffic
- 4) Verify normal Voter Comparator operation
- 5) Verify normal audio ranges at Audio Processors
- 6) Verify site cleanliness, temperature and general conditions

Monthly:

- 1) Verify Outbound signal strength from each channel at each site, measured at Mac Fire
- 2) Verify Inbound signal strength to each channel at each site, via LAN from Mac Fire
- 3) Verify system round trip audio from locations in field via radio traffic with dispatcher
- 4) Verify CTCSS level and phase from each transmitter on each channel with X/Y scope at Mac Fire. Note any exceptions and correct at affected site, then recheck at Mac Fire

Quarterly: (at each site)

- 1) Visit each site, inspect for water leaks, insect damage and/or other unusual situations
- 2) Perform normal housekeeping at site, verify proper operation of all channels after this
- 3) Check for any alarm indications on any equipment. Investigate why FARSCAN didn't report any alarm found, then correct alarm condition
- 4) Check Frequency and Deviation of any non simulcast transmitter at site
- 5) Check effective receiver sensitivity of all channels and compare to baseline records. Investigate any trends revealed in this process
- 6) Check all transmitter's output power and reflected power measured at output of combiner
- 7) Check DC Plant / Battery string voltage and currents and adjust as needed
- 8) Check all equipment racks and overhead tray systems for stability
- 9) Check all RF connectors and DC connections for tightness
- 10) Check indications on Larus Loop Switch cards
- 11) Verify Microwave terminals are in SCAN mode
- 12) Check Dehydrator for dessicant color and run time

Yearly:

- 1) Download and inspect all trouble and/or fault logs from all equipment and inspect same**
- 2) Check and adjust (if needed) receiver audio line level on Voter status tone as well as with 60% system deviation test tone. Check levels at Voter Comparator after site adjustments are made**

EXHIBIT E

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*) ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.