

**AGREEMENT FOR
RADIO SYSTEM REVIEW SERVICES
(Yamhill County and SAR Enterprises, Inc.)**

THIS AGREEMENT ("Agreement"), is made by and between **Yamhill County** ("County"), a political subdivision of the State of Oregon, and **SAR Enterprises, Inc.**, an Oregon corporation operating under the assumed business name of Communications Northwest, located at 624 McLoughlin Blvd, Oregon City, OR 97045 ("Contractor").

RECITALS:

- A. County, through its Yamhill County Sheriff's Office ("YCSO"), has determined the need for a comprehensive review of its current and future radio communications system needs and that it is necessary for County to contract with a qualified consultant with training and expertise in providing such radio communication system reviews (the "Project").
- B. County has budgeted funds to perform the Project. County conducted a competitive quote process to select the most qualified consultant to provide the services described herein.
- C. Contractor was the most qualified proposer and is qualified to provide the required radio communications system review services and to perform the other related duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

AGREEMENT:

In exchange for the promises and other consideration as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Services of Contractor.** Contractor agrees to perform the following services (the "Services"), in accordance with and as detailed in County's request for quotes and Contractor's response in the form of a Competitive Quote, both of which are contained in Exhibit A, which is attached hereto and incorporated herein by this reference. Any additional work beyond the Services may be negotiated individually at Contractor's hourly rate or at a negotiated project rate.
2. **County's Duties.** If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.
3. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
 - a. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.
 - b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as otherwise required by law.

c. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

4. **Compensation; Payment Schedule.** Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a total fixed fee of \$45,000, inclusive of reimbursable expenses. Contractor shall be compensated in the amount of the total fixed fee for Services rendered under this Agreement, which amount shall also be the maximum not-to-exceed amount to be paid under this Agreement unless this Agreement is amended or extended in a writing signed by both parties. The above rates are inclusive of any per diem rates described on Exhibit A. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. The only compensation due Contractor is specifically stated in this Agreement. Payment terms are as provided in Exhibit A.

5. **INDEMNIFICATION.** CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE OF THE SUBJECT WORK AND SERVICES UNDER THIS AGREEMENT OR CREATED BY ANY ACT OR ERROR OF A VENDOR, SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE INDEMNIFICATION OF YAMHILL COUNTY FOR LIABILITY ATTRIBUTABLE TO YAMHILL COUNTY'S SOLE NEGLIGENCE.

6. **Insurance.** Contractor, at Contractor's own 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):

- a. Workers' Compensation Insurance in compliance with statutory requirements;
- b. 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 \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- c. 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 the Project work or Services provided under the Agreement.
- d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 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.

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 County. At County's request, Contractor shall furnish 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 County.

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

7. **Private Business.** Contractor shall not operate any private business from any County property, nor shall Contractor utilize any County property for Contractor's private business, except to perform the Services described in this Agreement, however, phone calls received or made by Contractor using County equipment and while on County property shall be allowed only on an emergency, occasional basis. If a long-distance telephone call is made on an emergency, occasional basis, it shall be charged to Contractor's private business telephone number or credit card.

8. **Term; Termination; Default.**

a. **Term.** Unless terminated in accordance with subsection (2), the term of this Agreement is from April 1, 2021 through July 31, 2021 and supersedes any prior agreements between the parties regarding the subject matter.

b. **Termination.** Either party may terminate this Agreement on thirty (30) calendar days written notice to the other party. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of immediate termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. Termination shall not excuse liabilities incurred prior to the termination date.

c. **Default.** If Contractor defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the County sends notice of such default to the address on this Agreement, County may, at its option, terminate the Agreement, such termination to be effective immediately upon expiration of the thirty day notice period; provided, however, that in the event Contractor provides written notice to County that the default cannot reasonably be cured by Contractor within said thirty (30) day period and the Contractor provides written certification that it is, in good faith, endeavoring to cure said default, then the thirty (30) day cure period shall be extended for an additional reasonable period to allow for such cure, but any such extended period shall not exceed 30 additional days, unless otherwise mutually agreed in writing by both County and Contractor.

9. **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 County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) 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 Exhibit A. 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.

10. Compliance with Applicable Laws; Compliance with Tax Laws. Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. Contractor will provide Services to County clients without regard for race, color, creed, religion, or national origin in compliance with Title IV, Civil Rights Act, 1954. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

11. Ownership and Rights.

a. Ownership of Work Product by County. All work product, including but not limited to the Deliverables listed in Exhibit A ("Work Product") shall be exclusively owned by County and shall be considered works made for hire by Contractor for County. Except as set forth below, County shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product.

b. Vesting of Rights. With the sole exception of any Preexisting Works, as defined and identified below, Contractor agrees to assign, and upon creation of Work Product automatically assigns, to County, its successors and assigns, ownership of all United States and international copyrights and all other intellectual property rights in such Work Product. This assignment is undertaken in part as a contingency against the possibility that any such Work Product, by operation of law, may not be considered a work made for hire by Contractor for County. From time to time, upon County's request, Contractor and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as County may request. County and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for Work Product and any portions thereof.

c. Preexisting Works. In the event that any portion of the Work Product constitutes a preexisting work for which Contractor cannot grant to County the rights set forth above, Contractor shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions applicable to Contractor's or County's use of such preexisting work; and (4) the source of Contractor's authority to employ the preexisting work in the preparation of the Work Product. Any works that satisfy the above requirements shall be considered as "Preexisting Works." The only Preexisting Works that may be used in any Work Product are the Preexisting Works specified herein, if any, and any Preexisting Works that may be approved in writing by County prior to use.

d. Grant of License. Contractor hereby grants to County a non-exclusive, royalty-free, worldwide, perpetual and irrevocable license to the Preexisting Works and to any Contractor source code or other Contractor software utilized in any Work Product or Preexisting Work.

12. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Neither party may assign

any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

13. **Governing Law; Jurisdiction; Venue.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.

14. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

15. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16. **Attorney Fees.** In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

17. **Severability.** If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

18. **No Third-Party Beneficiaries.** Except as expressly provided herein, nothing contained in this Agreement is intended, nor shall it be construed to create rights for the benefit of third parties.

19. **Certification of reading and understanding of documents; Precedence.** The Contractor hereby certifies it has read and fully understands and this Agreement and Contractor accepts this Agreement and its terms and conditions, including solicitation documents. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. **In the event of a discrepancy or inconsistency between Contractor's proposed "Statement of Work" or any other contract document, including "Structured Standard Terms and Conditions" and this Agreement, this Agreement shall take precedence.**

20. **Exhibits and Recitals.** All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

21. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. However, if the Contractor is delayed by causes outside its control, any governing schedule shall be extended by a reasonable time.

22. **Status of the Project Supervisor.** Steve Warden is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of Services and shall have authority to

stop the Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all Services and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project Services. The Supervisor has authority to reject or accept the Project Services.

23. **Prohibition of Discrimination.** In hiring employees or subcontractors for performance of Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, or sex discriminate against a person who is qualified and available to perform Services to which employment relates.

24. **Integration.** This Agreement, along with its Exhibits, constitutes the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

THIS AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures below.

SAR ENTERPRISES, INC. dba
COMMUNICATIONS NORTHWEST



Print Name/ Title President/CEO
Date: 3/15/2021

SS# /Tax ID#: 37-1870402

APPROVED AS TO FORM

By: 
CHRISTIAN BOENISCH
County Counsel

YAMHILL COUNTY, OREGON



MARY STARRETT, Chair
Board of Commissioners
Date: 3/25/21



TIM SVENSON, Sheriff
Date: 03/15/2021

Accepted by Yamhill County
Board of Commissioners on
3/25/21 by Board Order
21-106

Exhibit A

(see attached)

COMMUNICATIONS NORTHWEST

3101 NE Argyle
Street Portland, OR
97211 Portland, OR

SOW 103 for Agreement to provide a County Wide Radio Communications System Review for Yamhill County

3/2/2021

Services Performed By:

Communications Northwest
624 McLoughlin Blvd
Oregon City, OR 97045

Services Performed For:

Yamhill County Sheriff's Office
535 NE 5th Street, Room 143
McMinnville, OR 97128

This Statement of Work (SOW) is issued pursuant to the Agreement between Yamhill County Sheriff's Office ("Client") and Communications Northwest ("Contractor"), effective 3/2/2021 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

PERIOD OF PERFORMANCE

The Services shall commence on 4/1/2021 and shall continue through 7/31/2021. Completion should take no longer than 120 days from start date.

ENGAGEMENT RESOURCES

Scott Reilly

President/CEO of Comm NW

Steve Watson

Director of Operations
Communications Northwest Project Manager

Tim Svenson

Sheriff
Yamhill County Sheriff's Office

SCOPE OF WORK

Contractor shall provide the Services and Deliverable(s) as follows:

SYSTEM REVIEW

It has been requested by Yamhill County to conduct a county wide radio communications system review. This

includes the current radio system and addressing the future needs of Yamhill County. This document provides a detailed scope to conduct a system wide review, address future system technologies, and associated costs and documentation.

IMPROVE THE EXISTING RADIO SYSTEM PERFORMANCE OVER TIME AND HOW TO GO ABOUT DOING IT

To improve the radio system performance, a few critical steps are required. Auditing the current system will provide Communications Northwest with intimate details and help us familiarize ourselves with Yamhill Counties current radio system. This is a key component to obtaining the best outcome for the entirety of this report.

CURRENT SYSTEM AUDIT

First step in any system review is to obtain information to understand Yamhill Counties current radio system. Communications Northwest will provide a thorough and detailed review of Yamhill Counties current radio system.

These items include, but are not limited to:

- Site Visits
 - Shelter Inventory
 - Power/Requirements
 - Repeater Hardware
 - Combining System(s)
 - Grounding
- Towers
 - Antenna Mounting Locations
 - Engineering Study Costs
 - Microwave Dishes
 - Tower Specifications
 - FCC Documentation
- Shelter
 - HVAC Systems
 - Generators
 - Exterior Structures
- Dispatch
 - Consoles
- Microwave
- User Consultation
 - Understand areas of concern
 - Urban Areas
 - Rural Areas
 - Ride-a-longs

The items above will help generate a general understanding of the overall health of the Yamhill County radio system.

LONG-TERM MAINTENANCE, MANAGEMENT AND BUDGET ISSUES

Long-term maintenance is critical to Public Safety Radio Systems. It is industry standard at a minimum to preform preventative maintenance on a yearly basis regardless of vendor. This includes antenna systems, shelters, and microwave dishes.

Communications Northwest will make recommendations on when and how to do preventative maintenance

and associated costs. Communications Northwest will also provide the manufacturer recommended preventative maintenance schedules.

A thorough study of how the radio system is managed today will be conducted and provided in detailed documentation. Communications Northwest will provide management model recommendations to Yamhill County if prevalent.

Auditing Yamhill Counties current radio system will help determine the Counties budgetary needs to preform and maintain the radio system.

FUTURE SIMULCAST SYSTEM REPLACEMENT COSTS

Based on site audits, Communications Northwest will determine the cost to replace the radio system. This is presented as a rough order magnitude (ROM). Communications Northwest will take the provided site information from the site audits and propose all options to Yamhill County and the technologies available. This will include coverage maps at the public safety standard of 3.4 DAQ, 95% reliability with portable street level coverage and mobile radio coverage county wide. This will also include microwave paths with 99.99% link reliability, console options, and portable/mobile radio options.

FUTURE FCC 6.25 KHZ NARROW BANDING AND SPECTRUM ISSUES

Communications Northwest will provide a thorough explanation and audit of Yamhill Counties licensed and unlicensed frequencies (if applicable). Frequency management is critical to a radio systems success and design. Whether it's new or old technology. Communications Northwest will determine if any frequency management needs to take place and associated costs. Reports will include all licensed frequencies for portables, mobiles, repeaters, and microwave.

NEXT GENERATION RADIO SYSTEM OPTIONS AND RECOMMENDATIONS

A conclusive study will be completed to determine what technologies will best fit Yamhill Counties future needs.

- Coverage Maps
- Microwave Linking
- Dispatch Consoles
- Portable and Mobile Radios

Communications Northwest will provide Yamhill County with best available options for the future. Communications Northwest will provide information for an Analog Radio System, P25 Digital Radio System, and P25 Trunked Radio System options.

POTENTIAL PARTNERSHIP WITH WASHINGTON COUNTY

Communications Northwest will work with Washington County to provide a cost benefit analysis to Yamhill County. This will include:

Sites

- How many sites will Yamhill County need to provide (if applicable)?
- Microwave Availability
 - Link Redundancy and available Lines of Site
- Fees
 - Associated User Fees
 - Site Costs

- County Agreements and expectations

POTENTIAL PARTNERSHIP WITH THE ODOT STATE RADIO Network

Communications Northwest will work with ODOT to provide a cost benefit analysis to Yamhill County. This will include:

Sites

- How many sites will Yamhill County need to provide (if applicable)?
- Microwave Availability
 - Link Redundancy and available Lines of Site
- Fees
 - Associated User Fees
 - Site Lease Costs
- County Agreements and expectations

POTENTIAL USE OF FIRSTNET

Communications Northwest will provide Yamhill County with detailed explanation of FirstNet and its viability within the County. These findings will include current primary provider capabilities.

UPDATE COUNTY COMMUNICATIONS PLAN

Report findings will provide critical information to update the Yamhill County Communications Plan.

TOTAL COST OF OWNERSHIP

Communications Northwest will provide total cost of ownership estimations based on each technology. This includes the current system and any new potential system technology. Also included will be shared radio system total cost of ownership. Life expectancy of current technologies will also be addressed within this report.

BUDGETARY OPTIONS

Communications Northwest will provide system funding options, resources, and state contracts to explore funding model options for Yamhill County. Radio Systems can be costly, and we believe that beneficial funding options should be explored as well.

DELIVERABLE MATERIALS

CURRENT SYSTEM DOCUMENTATION AND FINDINGS

After collecting aforementioned information, Communications Northwest would determine the best course of action to address the system needs based on initial findings. Collective documentation and inventories are included to support the steps needed to address the current system issues (if applicable).

This includes but not limited to:

- Summary of Findings
- Photos and supporting documentation
- Inventory
- Shelter

- Tower
- Action Plan/Recommendations
- Cost Analysis
- Timeline and Deliverables

If it is determined that there are action items to improve the overall system health, those items would be determined in priority order and cost. Communications Northwest works directly with vendor engineers to determine what hardware and radio system settings should be used to make overall radio system improvements if needed. The cost to improve Yamhill's system may differentiate from long term preventative maintenance costs. This information will be included in Communications Northwest's report.

Documentation Items

- Evaluate existing infrastructure and detail its suitability as part of short term and long-term future options. Infrastructure evaluated should include:
 - Communications Sites
 - FCC Licensing
 - Microwave System
 - Radio (LMR) System
 - Dispatch Radio Console Equipment
 - End User Radio Equipment
- Understand radio needs and expectations for users of the existing Yamhill County Radio System.
 - Work with user members of the Yamhill County organization to understand their day to day operational needs both current and future:
 - Ride along – User Interviews
 - System Maintainers
 - Dispatchers
- Provide a report that identifies existing conditions and outlines the current operational capabilities or deficiencies.
- Develop a document that outlines a short- and long-term communications plan to address all aspects of the current system evaluation. This plan should address what methods or practices Yamhill County should continue to use in the operations and maintenance of the Radio System as a whole. The plan should also outline short- and long-term goals/objectives that Yamhill can institute to improve system performance and operation.
 - Governance
 - Site Management
 - Radio Asset Management
 - Preventative Maintenance
- Develop a short/long term plan utilizing existing Yamhill County and Agency owned equipment as practical based upon reliability and compatibility.
- Use of existing Microwave backbone
- Develop a detailed report of findings, and a short/long-term plan including recommendations based on a combination of safety, continuity of operations, affordability, efficiency, interoperability and topography.
- Identify and define potential partnership opportunities with neighboring jurisdictions and existing or future radio systems.
 - Provide detailed evaluation and recommendations of short/long term options available to

Yamhill County, including partnership opportunities with the State of Oregon and Washington County. Evaluations and recommendations should include suitability of the solution based on identified Yamhill County user needs, technical feasibility and use of existing infrastructure and sites. Evaluations should include risk factors and major cost drivers. This will include total cost of ownership based on defined life expectancy of partnership equipment.

- At the conclusion of the audit, Communications Northwest will provide a written and verbal report and recommendation options to a group of identified stakeholders.
- These recommendations and evaluations should consider the following:
 - Simulcast Design
 - Microwave Design
 - Dispatch Consoles
 - Partner Integration
 - Coverage Maps
 - Current System
 - New Technology

Upon completion of the review and analysis project, Communications Northwest will provide a written report to Yamhill County and provide an oral review of the scope to the Yamhill County Stakeholders to include a final demonstration of capabilities and operation. The final project analysis should include recommendations for implementation both short and long term utilizing a phased in approach if possible. The recommendation should identify priorities that should be considered by stakeholders for moving forward. Recommendations should take into consideration the potential for Yamhill County to remain as a standalone communication Agency and consider the potential of a merger with other communication centers and how the radio system should function.

Communications Northwest will be required to provide information to update the Yamhill County Communications Plan.

Final review and potential implementation will be the responsibility of the Yamhill County stakeholders.

Ownership of the finished product, as well as real and intellectual property, shall be retained by Yamhill County.

CONTRACTOR RESPONSIBILITIES

Contractor shall provide documentation listed in the deliverable section of SOW 103.

Contractor also understands that proprietary vendor information may be included in this study and will be flagged as such throughout the related documentation. Contractor must adhere to Vendor proprietary disclaimers and will be defined thoroughly as it pertains to vendor specific items.

CLIENT RESPONSIBILITIES

Yamhill County requests that consistent and constant communication between Administrative Staff, Technical Staff, User Members as necessary and designated Stakeholders occur on a regular basis to include an open outline with progress reports and updates throughout the analysis process.

The scope of this project will the recommendation from Communications Northwest for review and discussion with Yamhill County.

Client also understands that proprietary vendor information may be included in this study and will be flagged as such throughout the related documentation. Client must adhere to Vendor proprietary disclaimers and will be defined thoroughly as it pertains to vendor specific items.

FEE SCHEDULE

This engagement will be conducted on a Time & Materials basis. Communications Northwest will perform said services identified in this statement of work for the sum of \$45,000. Fifty (50%) percent to be paid to Communications Northwest from Yamhill County at the time of initiation of the project. The remaining Fifty (50%) percent to be invoiced monthly as progress billing.

If additional expenses are needed, Customer and Client will discuss the issue and if agreed, a Project Change Request will be issued.

Bill To Address	Client Project Manager	Purchase Order Number
Yamhill County Sheriff's Office YCSO Accounting 535 NE 5 th Street, Room 143 McMinnville, OR 97128 Email: YCSOAccounting@co.yamhill.or.us (503) 434-7506	Steve Warden wardens@co.yamhill.or.us	

INVOICE PROCEDURES

Client will be invoiced for one payment of \$22,500 at the execution of this agreement.

At the conclusion of each month of work on the project, Yamhill County will be billed for work performed in that month. Each invoice will provide the necessary details for work performed in that previous month.

Net 30 terms apply to all invoices.

COMPLETION CRITERIA

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided within 20 business days after advanced written notice to the other party.

ASSUMPTIONS

Contractor assumes worst case scenario and assumes this report should take no more than 120 days from

start date of 4/1/2021.

CONFIDENTIALITY

Communications Northwest (Contractor) agrees to abide by the Agency's confidentiality policies and procedures. Yamhill County is a public entity and routinely handles sensitive public information. Every effort will be made to ensure the protection of any such information that the Contractor is provided. All information will be returned to Yamhill County at should a termination of contract occur.

PROJECT CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Yamhill County Sheriff's Office

Communications Northwest

By: _____

Name: Tim Svenson

Title: Sheriff

By: _____

Name:

Title: