

**INTERDEPARTMENTAL SERVICES AGREEMENT BETWEEN
MONTEREY COUNTY EMERGENCY COMMUNICATIONS
AND
MONTEREY COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY**

THIS INTERDEPARTMENTAL SERVICES AGREEMENT hereinafter referred to as "Agreement," is made and entered into by and between Monterey County Department of Emergency Communications, hereinafter referred to as "ECD" and the Monterey County Department of Information Technology, hereinafter referred to as "ITD."

WHEREAS, the County is serving as lead agency for the NGEN Project which is a design / build of a public safety and local government radio system (hereinafter referred to as "NGEN") benefitting the County and other local government agencies in the County;

WHEREAS, ECD is serving as the Project Administrator for the County on the NGEN project;

WHEREAS, an Assistance to Firefighters Grant (AFG) was awarded to the City of Monterey, with Monterey County as a participating agency with 20% matching NGEN project funds, and federal funds from that grant were used to purchase a data microwave system connecting a microwave system at King City to the Calandara / Williams Hill Radio Site, hereinafter "microwave system";

WHEREAS, ITD has assigned responsibility for radio systems including a number of data microwave systems operated by the County; and

WHEREAS, ITD wishes to reimburse ECD for the NGEN project funds used to purchase this microwave link in exchange for the right to add additional services to this system; and

WHEREAS, The NGEN system users through their originating body, the Emergency Communications User Advisory Council (ECUAC), accepts this proposal for reimbursement.

NOW, THEREFORE, the parties agree as follows;

I. PURPOSE

This Agreement establishes the responsibilities of ECD and ITD resulting from the transfer of the microwave system from ECD to ITD.

II. PROJECT DESCRIPTION

In 2008, the City of Monterey was awarded an Assistance to Firefighter's Grant, EMW-2008-FR-00239, and, in 2010, federal funds from this grant were used to procure and install a data microwave system connecting a microwave site at King City, California to the Calandra / Williams Hill site near San Ardo.

III. GENERAL PROVISIONS

A. Fiscal

ITD and ECD shall collaborate to initiate a fund transfer from ITD to the ECD NGEN Capital Project fund.

B. Term

This Agreement is effective as of the date signed by both parties.

C. Documents and Recordkeeping

Each department shall retain original supporting documents and all necessary information for three (3) years after the close of the project.

D. Amendment

This document may only be amended upon approval of ECUAC and with a written amendment signed by the Director of ITD and Director of ECD.

E. Applicable Laws / Regulations

All parties shall comply with all applicable Federal, State, and Local laws and regulations in the performance of this Agreement.

F. Completion of Transfer

The transfer of the equipment to ITD is not deemed complete until the agreed to funds have been transferred to the ECD NGEN Capital Project fund and ECD maintains ownership until the completion of this transfer of funds and Notification of Grantee as specified in Section IV.A.

IV. ITD Responsibilities

A. Notification of Grantee

ECD shall prepare a letter to City of Monterey describing the current disposition of the purchased microwave radio equipment. The letter will reference AFG Grant EMW-2008-FR-00239 as the source of the equipment.

B. Use of Asset

The intended use of this system is to promote interoperability. ITD shall ensure that the system continues to be used for this purpose with public safety communications, and particularly the NGEN radio communications retaining priority on this system. ECD may be billed its share of costs for operations and maintenance of this asset based on rate schedules in place at the time of charge. Rate schedules shall be provided during the budget process each year. Any other organization / entity making use of the asset shall also be appropriately charged a share of costs for operations and maintenance. In no case shall ECD be charged a higher rate than another entity / organization making use of the asset.

C. Management of Asset

1. ITD understands that the City of Monterey is the original host agency for this grant. As such, the City of Monterey continues to be responsible to account for the grant-funded equipment location and condition until it is no longer in use. ITD shall record the disposition of the equipment and notify ECD of any changes in the condition of the equipment. Throughout the life of this system, ECD shall notify the City of Monterey of any changes to the asset location or condition in writing.
2. ECD shall be responsible for reporting information to the City of Monterey as required or requested. ITD shall cooperate with ECD, as requested to provide information requested.
3. ITD shall be responsible for site lease costs associated with this system. ITD may bill users for

cost share based on approved formulas in place at the time of billing.

V. ECD RESPONSIBILITIES:

A. ECD shall serve as the primary liaison between the County and users of the NGEN System;

VI. DELIVERABLES

- A. Provide letter to the City of Monterey that specifies the disposition of the equipment (including Serial #'s). The letter will reference AFG Grant EMW-2008-FR-00239 as the source of the equipment. (ECD)
- B. Complete fund transfer totaling \$183,773.32. (ITD and ECD)
- C. As host agency for the AFG Grant used to purchase this equipment, City of Monterey remains responsible to account for the grant-funded equipment location and condition. ITD shall record the disposition of the equipment and shall provide ECD any additional information required by City of Monterey in the future or if any of the equipment becomes inoperable at some point.

VII. NOTICES

Responsible department officials to whom all notices shall be provided:


WILLIAM HARRY
DIRECTOR OF EMERGENCY COMMUNICATIONS
MONTEREY COUNTY EMERGENCY COMMUNICATIONS
1322 NATIVIDAD RD
SALINAS CA 93906

DIANAH NEFF
DIRECTOR OF INFORMATION TECHNOLOGY
INFORMATION TECHNOLOGY DEPARTMENT
1590 MOFFETT STREET
SALINAS, CA 93906

Agreed:

EMERGENCY COMMUNICATIONS

By:



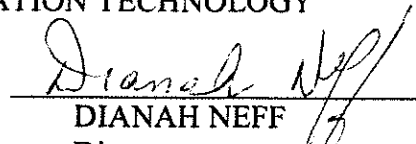
WILLIAM HARRY
Director

Date:

April 14, 2014

INFORMATION TECHNOLOGY

By:



DIANAH NEFF
Director

Date:

April 22, 2014

**EXHIBIT A
LIST OF ASSETS AND RELATED COSTS
(ITD TO ADD SERIAL #'S)**

Sales Order #	Product Line	S/N	Part Number	Site
2308471	Eclipse	LLV11115478	EZE-08004	King City Ag Commissioner
2308472	Eclipse	LLV11115479	EZE-08004	Williams Hill - Calandra