

**NON-STANDARD AGREEMENT  
BETWEEN MONTEREY COUNTY AND HARRIS CORPORATION  
FOR 500 SITE LICENSES – WEB BASED USER AND DISPATCHER TRAINING**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Harris Corporation (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
Provide 500 Site Licenses for web based user and dispatcher training on operation of specified Harris Corporation systems and equipment.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$10,125.00.

3.0 TERM OF AGREEMENT.

- 3.1 The term of this Agreement is from September 1, 2016 to August 31, 2017 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.2 The County reserves the right to cancel this Agreement or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
Exhibit A - Scope of Services / Payment Provisions

5.0 PERFORMANCE STANDARDS.

- 5.1 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the

work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

- 5.2 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

#### 6.0 PAYMENT CONDITIONS.

- 6.1 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.3 Invoice amounts shall be billed directly to the ordering department.
- 6.4 CONTRACTOR shall submit such invoice in accordance with Exhibit A, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

#### 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided

prior to the date of termination.

- 7.2 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.3 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

#### 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

#### 9.0 RECORDS AND CONFIDENTIALITY.

9.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 9.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from

County to perform services under this Agreement.

9.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

9.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

#### 10.0 NON-DISCRIMINATION.

10.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

#### 11.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

11.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

12.0 INDEPENDENT CONTRACTOR.

12.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

13.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

**FOR COUNTY:**

**FOR CONTRACTOR:**

William Harry, Director Emergency  
Communications  
Name and Title

Christopher W. Chafee, Sr. Manager  
Contracts  
Name and Title

Monterey County Emergency  
Communications 1322 Natividad Rd  
Salinas CA 93906  
Address

Harris Corporation  
221 Jefferson Ridge Parkway  
Lynchburg, VA 24501  
Address

(831) 759-8880  
Phone

(434) 485-7951  
Phone

14.0 MISCELLANEOUS PROVISIONS.

14.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

14.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

14.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

14.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

14.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

14.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

14.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

14.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

14.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

14.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

14.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

14.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

14.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

14.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*[Signature Page Follows]*

15.1 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts / Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

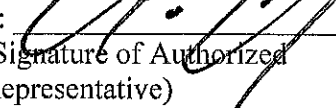
By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**CONTRACTOR**

Harris Corporation  
Contractor's Business Name

Date: August 11, 2016

By:   
(Signature of Authorized Representative)

*Christopher W. Chaffee, Senior  
Manager, Contracts*  
\_\_\_\_\_  
Name and Title



## EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

### SCOPE OF SERVICES

1. CONTRACTOR will provide Monterey County with a one-year site license with unlimited access to the web-based training program for up to 500 students that consists of all standard radio and console operational courses applicable to the Monterey County P25 radio system. A list of the web-based training course currently available is attached to this exhibit as Attachment 1 and incorporated by reference. Each student will require a unique e-mail address in order to register for the training.
2. Monterey County students will have access to the training courses on a 24/7 basis, 7 days per week, for the term of this Agreement, including unlimited repetition of the same course. CONTRACTOR will add courses to the training program at no additional cost if the County purchases other radio models during the term of the license, and if newly developed courses are applicable to Monterey County P25 radio system. Additionally, CONTRACTOR will provide a designated individual from the County with administrative rights to the Learning Management System so that the County can directly monitor student activity and individual student progress in completing courses, and so that the County can generate reports regarding student activity and progress.



Date: 4/18/16  
 Point of Contact: Dan Kelleher Title: Sales Manager  
 Phone: 650-333-8323  
 Email Address: [dan.kelleher@harris.com](mailto:dan.kelleher@harris.com)  
 Quote created by: K. Markis  
 Quote Name: Monterey County web training

Steven G. B. Paxton  
 Radio Manager  
 County of Monterey, IT Dept.  
 Address: 855 E. Laurel Dr. Bldg D  
 Salinas, CA 93901  
 831-796-1463  
[paxtons@co.monterey.ca.us](mailto:paxtons@co.monterey.ca.us)

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale
10	YTSN6G	Site license for web based training, 1 year, up to 500 students	1	\$10,125	NA	\$10,125	\$10,125
						<b>TOTAL</b>	<b>\$10,125</b>

**Terms and Conditions:**

1. Irrespective of Paragraph 6.4 of this Agreement, Contractor shall issue an invoice for the full sum immediately upon receipt of Purchase Order by the County.
2. Pricing valid 60 days from quotation date unless otherwise noted.
3. Please reference Monterey Contract and MBP# 29149.

**Purchase Order requirements:**

Purchase Order issued to Harris Corporation, PSPC- 221 Jefferson Ridge Parkway- Lynchburg, VA 24501

**The Purchase Order should include the following references:**

Quote Name, Contract, and/or MBP# reference as noted in #6 above

Requested Delivery Date; if related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Bill to addresses must be included. If account number is available, please provide. If you have not ordered from Harris (or an authorized Harris dealer) before, please provide contact information to enable account setup.

## Attachment 1: Available Web-Based Training Courses

The following courses will be included in the Monterey County web-based training program, as applicable:

- \* P25 System Overview Course
- \* Unified Administration System Overview Course
- \* Regional Network Manager Overview Course
- \* Active Directory Course
- \* Radio Personality Manager (RPM) Course
- \* Radio Personality Manager for Unity Radio Course
- \* Symphony Dispatch Console Operation Course
- \* V<sup>IP</sup> Console Operation Course
- \* BeOn Subscriber Operation (iOS) Course
- \* BeOn Subscriber Operation (Android) Course
- \* XG-100P Radio Operation Course
- \* XG-100M Radio Operation (CH100) Course
- \* XG-100M Radio Operation (CH721 Scan) Course
- \* XG-100M Radio Operation (CH721 System) Course
- \* XG-25M Radio Operation Course
- \* Mobile Radio Operation – CH721 System Course
- \* Mobile Radio Operation – CH721 Scan Course
- \* XG-75P System Model Radio Operation Course
- \* XG-75P Scan Model Radio Operation Course
- \* XG-25P System Model Radio Operation Course
- \* XG-25P Scan Model Radio Operation Course
- \* XG-15P System Model Radio Operation Course
- \* P7300 System Model Radio Operation Course
- \* P7300 Scan Model Radio Operation Course
- \* P7200 System Model Radio Operation Course
- \* P7200 Scan Model Radio Operation Course
- \* P7100 System Model Radio Operation Course
- \* P5400 Scan Model Radio Operation Course
- \* P5100 Scan Model Radio Operation Course