

**Agreement
Between
The County of Monterey and Friends of Laguna Seca**

This Agreement (“Agreement”) is made between the County of Monterey, acting by and through its Department of Information Technology (“County”), a political subdivision of the State of California, and Friends of Laguna Seca (FLS), a California non-profit public benefit corporation (each a “Party,” collectively, the “Parties”), to provide Information Technology (IT) services to FLS at Laguna Seca Recreation Area (LSRA) by the County as described below.

WHEREAS, County currently provides IT services at LSRA for Federal Communications Commission (FCC) radio systems license management and the parties wish to continue services.

The parties agree as follows:

I. Term and Termination

The term of this AGREEMENT shall commence on March 18, 2025, and shall terminate on December 31, 2028, or sooner upon written notification. FLS and the County may terminate the Agreement upon thirty (30) days advance notice.

II. Purpose and Scope

This Agreement is meant to:

- A. Ensure the continuance of County Department of Information Technology (“ITD”), as the FCC radio systems license management service provider; and
- B. Maintain existing IT Radio services that are requested by FLS staff, which will be direct billed for time & material-related requests as well as any fee-structured services; and
- C. County’s scope of IT services is set forth in Section A of Exhibit A, which is incorporated by reference into this Agreement.

III. Responsibilities

- A. County ITD agrees to:
 - 1. Provide those IT Radio services set forth in Section A of Exhibit A and in accordance with the procedures set forth in Section B of Exhibit A; and
 - 2. Grant FLS the necessary access to assess current radio system configurations and user settings for LSRA; and
 - 3. Maintain accessibility and security to LSRA data and applications, such as who will access the data and the level of security given.

B. FLS agrees to:

1. Pay for County's IT Radio services in accordance with the procedures set forth in Section B of Exhibit A so the County can service the system administration and maintenance of the agency's radio system's FCC licenses management;
2. Assume responsibility for LSRA's IT Radio systems once granted permission and the transition of access is complete;
3. Continue the support and maintenance of the necessary processes related to configuration settings and data privacy requirements of importing/exporting and reviewing data; and
4. Accept responsibility for themselves and their employees, agents, and contractors to ensure the configurations and data provided are not shared with or sold to the public or other entities.

C. The County and FLS will designate individuals, from time to time, to serve as contact persons specific to this Agreement.

1. The contact persons for FLS and County are identified in Section V.C of the Agreement.
2. The contact persons for each party shall be responsible for ensuring that configurations and data is used and disclosed in accordance with this Agreement.
3. The contact persons will also be charged with monitoring the ongoing processes of this Agreement to ensure mission success.

IV. Standards and Practices

- A. The County and FLS agree to adhere to standards and practices set forth herein unless otherwise modified pursuant to Section V.B of the Agreement.

V. Other Terms and Conditions

A. Modifications

1. This Agreement may be modified at any time by written consent of the Parties.
2. Modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of both parties.

B. Liability

1. FLS agrees to assume the risks incumbent to sharing data and accepting services consistent with this Agreement and agrees to hold the County harmless should any act performed pursuant to this Agreement cause damage or loss unless the damage or loss results from that party's negligence. The parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees, contractors, agents, and assigns to the extent allowable by law and will not seek financial contributions from the other parties for such acts or omissions.

C. Contact Persons

	Contact Person	Contact Information
County of Monterey ITD	Thomas Montoya IT Manager Radio	montoyatl@countyofmonterey.gov (831) 796-6433
Friends of Laguna Seca (FLS)	April Henderson Vice President, Events	HendersonA@laguna-seca.com (831) 242-8222

D. Authorization

The following signatories authorize the participation of the organization they represent in this Agreement.

County of Monterey:

Eric A. Chatham Chief Information Officer	Signature/Date:
Samuel Beiderwell Deputy County Counsel	Signature/Date:

FLS:

Friends of Laguna Seca Lauri Eberhart Chief Executive Officer	Signature/Date:
Jason Retterer JRG Attorneys at Law	Signature/Date:

EXHIBIT-A

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 Objective: The following IT Scope of Work outlines the current services and support provided to LSRA under the supervision of County ITD. County will continue the support and services from March 18, 2025, through December 31, 2028, unless terminated in accordance with Section I of the Agreement.

County shall maintain ownership of all related FCC licenses and provide the following services as directed and requested by FLS in accordance with Section B below:

- A. Maintain the ownership of the FCC licenses used to operate the local Laguna Seca Radio System, including:
 - 1. Management of all operational FCC related tasks, including frequency protection services, processing of FCC license renewals, responding to letters of concurrences, and providing general oversight to ensure compliance with applicable rules and regulations will be provided at no cost to FLS and DeVeera Inc.;
 - 2. Cost associated with new construction and/or modification to the existing Laguna Seca system requiring FCC license modification / engineering will be the responsibility of FLS and DeVeera Inc.
- B. NGEN Public Safety Radio System protection
 - 1. ITD Radio will verify if temporary event radio systems' frequencies may cause interference with the NGEN Public Safety Radio System as initiated / requested by FLS and DeVeera Inc. at no cost to FLS and DeVeera Inc.;
 - 2. This service is required for all events. FLS and DeVeera Inc. shall request for this service during event planning in advance of installation of the temporary systems to avoid potential harmful interference.
- C. Local Laguna Seca Radio System Event Management
 - 1. ITD Radio will verify if temporary event radio systems' frequencies brought in and installed by participants cause interference with the local Laguna Seca Radio system as requested by FLS and DeVeera Inc.
 - 2. This service is highly recommended for all events. FLS and DeVeera Inc. shall request for this service during event planning in advance of installation of temporary systems.
 - 3. All costs associated with this service will be the responsibility of FLS and DeVeera Inc. and charged on a time and materials basis; ITD Radio can provide a quote for services but will invoice based on actuals.

4. FLS and DeVeera Inc. may opt to complete this verification with a qualified radio vendor of their choice or have the participant provide confirmation as part of their due diligence. All costs associated with this approach are the responsibility of FLS and DeVeera Inc.

FLS shall maintain ownership and all responsibilities associated with the local Laguna Seca Radio system infrastructure, including the following:

- A. Operate and maintain the local Laguna Seca Radio system infrastructure, including dispatch consoles, base stations, repeaters, remotes, subscriber radios (mobile / portables), antenna systems, power distribution, connectivity (cabling, wireless), and all related peripheral equipment / devices.
- B. All costs associated with this ownership, operations, and maintenance will be the responsibility of FLS and DeVeera Inc.
- C. IT Radio Shop services can be requested and charged on a time and materials basis; IT will provide a quote but will invoice based on actuals
- D. If IT Radio Shop services are requested for ongoing support, service and incident request response times shall be in accordance with the ITD standard incident response matrix.

B. FLS SERVICE REQUESTS/BILLING / PAYMENT PROVISIONS

B.1 FLS SERVICE REQUESTS

FLS shall provide a written request for IT Radio services and/or materials to County. Upon receiving a written request from FLS, County ITD will provide FLS with a written quote setting forth the estimated amount of time to complete the services and cost of materials. County will not proceed with the services until FLS provides written authorization to County to proceed based on the quote received.

B.2 BILLING

County will invoice FLS monthly for services performed and or materials supplied. Labor performed by ITD staff will be based upon the current hourly rate, which is subject to annual fiscal year adjustment that begins as of July 1st each year. The current rate through June 30, 2025, is \$195 per hour.

County will set up a link for FLS to the IT billing system for electronic visibility. FLS will receive a monthly email when current month billing is available for viewing.

The system provides a summary and details of all charges for each month of billing and YTD reporting.

The monthly invoice will identify the specific services that County performed, the hourly rate for the services, and cost of any materials. Support for each of the charges is also provided within the billing system.

The Parties agree to work in good faith to resolve any disputes relating to the monthly invoice, and any disputes that the Parties cannot resolve among themselves will be submitted to a third-party mediator prior to pursuing any other legal remedies to resolve the dispute.

B.3 COMPENSATION / PAYMENT

FLS shall pay invoices no later than thirty (30) days following receipt / electronic notification of invoices.

Invoices are payable to **County of Monterey** and shall be mailed to:

County of Monterey
Information Technology Dept/Finance
1590 Moffett St.
Salinas, CA 93905
Attn: Fiscal Administration

County may, in its sole discretion, terminate the Agreement or deny service if FLS fails to satisfactorily comply with any term or condition of this Agreement. Similarly, FLS may terminate the Agreement if County fails to satisfactorily comply with any term or condition of this Agreement.