RESOLUTION - ACTION REQUESTED 2017-400

MEETING: June 20, 2017

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Radio Maintenance Services Contract

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with the United States Department of the Interior, National Park Service, Yosemite National Park for Radio Equipment Maintenance and Repair Services in the Not-To-Exceed Amount of $7,200 Per Year, and Authorize the Board of Supervisors Chair to Sign the Agreement.

The previous agreement expired in March 2017 and Mariposa County Sheriff’s Office is not currently under a telecommunications services agreement. Although it would be possible to contract for services with other telecommunication service companies, the United States Department of the Interior, NPS, YNP, Communication Branch is familiar with the Mariposa County Sheriff’s Office Telecommunication System and members live within Mariposa County, thus allowing for rapid response and repair of malfunctioning telecommunications equipment. In addition, they are currently working with the Mariposa County Sheriff’s Office, Modular Communication System, Inc. to upgrade our communication system with recently purchased ModUcom components.

The cost of $7,200 per year remains the same as the last five years.

BACKGROUND AND HISTORY OF BOARD ACTIONS: The Board of Supervisors previously approved Resolution 2012-162, a five-year agreement with the past provider for the same services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: Do not approve the agreement, the United States Department of the Interior, NPS, YNP will continue to provide services to the Mariposa Sheriff’s at an hourly rate, however, 24 hour service will not be guaranteed and services provided outside of normal work hours or workdays may be billed at a much higher rate.

FINANCIAL IMPACT:
No additional funds needed. Sufficient funds have been budgeted in the Sheriff’s requested budget for FY 2017-2018.

ATTACHMENTS:
Memorandum of Agreement between YNP and Mariposa County (PDF)
CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, County Administrative Officer  6/14/2017

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
MEMORANDUM OF AGREEMENT
No. G8806170001
between the
United States Department of the Interior, National Park Service
Yosemite National Park
and the
County of Mariposa, California

This Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Yosemite National Park (hereinafter “Park”) and the County of Mariposa, acting through its Board of Supervisors (hereinafter “County”).

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the tenets and conditions under which the NPS will provide telecommunications services and the County will support these services. The Park has a team of telecommunications professionals with skills to install, test, and maintain telecommunications equipment which includes, but is not limited to land mobile radios, repeaters, radio towers, and other communication devices. Furthermore, the Park and the County wish to adhere to Federal Communications Commission (FCC) code and maintain an interoperable communications system for purposes of protecting public life safety for persons within the Community and the Park.

ARTICLE II – AUTHORITY

This Agreement is entered into by the NPS under the following authorities: 31 U.S.C. §6505 and 54 U.S.C. §101704.

ARTICLE III – STATEMENT OF WORK

A. The NPS agrees to:

1. To be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

2. Provide technical support for Land Mobile Radio communications within Mariposa County.

3. Provide timely response for equipment failures at Pino Blanca, Mt. Bullion, and Signal Peak repeater sites and Mariposa County Sheriff’s Office dispatch center.

4. Provide technical test equipment to troubleshoot and maintain communications equipment.

5. Provide annual preventive maintenance to communication system infrastructure.

6. Provide subject matter expertise, through identified consultant, for future system designs as necessary to enhance interoperable communication solutions.

7. Maintain communication backbone equipment supporting Land Mobile Radio interoperable
communication solutions. Costs of communication projects outside of routine/preventive maintenance will be determined by key officials prior to start of project.

8. Climb towers to install, repair and maintain antennas supporting interoperable communications equipment.

9. Where possible, install and maintain communications equipment using the Motorola R56 standards.

B. The County agrees to:

1. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from and act or omission of the County, its officers, employees, or representatives arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

2. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the County, its officers, employees, or representatives.

3. Provide communications equipment and needed parts to repair and maintain communications system by direct purchase or re-imbursement to NPS on case by case basis.


5. Maintain all lease agreements for vault space.

6. Any new communication equipment purchased that has a training component included; that training component will be offered to NPS technical support staff to attend.

C. The parties further agree as follows:

1. Each party shall provide to the other party a list of responsible persons, with telephone numbers and email addresses, to be contacted in an emergency. At least once a year or more often if necessary, each party shall provide the other party with an updated list of such persons, telephone numbers, and email addresses.

2. Nothing in this Agreement shall be construed as obligating the NPS to expend in any one fiscal year an amount in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

3. Each party will take advantage of technical and operational cross training opportunities that will improve interoperable emergency communications and dispatching.

**ARTICLE IV – TERM OF AGREEMENT**

This Agreement will be effective July 1, 2017 and remain in effect for a period not to exceed five years based on Mariposa County fiscal year (July-June), unless it is terminated earlier by one of the parties pursuant to Article X that follows.
ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

    David A. Thorpe
    Communications Branch Chief
    Yosemite National Park
    P.O. Box 700
    5083 Foresta Road
    El Portal, CA 95318
    (209) 379-1090
    david_thorpe@nps.gov

2. For the County:

    Byron Robles
    Undersheriff
    Mariposa County Sheriff’s Office
    P.O. Box 276
    5099 Old Highway North
    Mariposa, CA 95338
    (209) 966-3615
    brobles@mariposacounty.org

B. Communications: The County will address any communication regarding this Agreement to the key officials for the NPS referenced in Article V, and to the superintendent of the Park. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Key Officials referenced in Article V.

C. Changes in Key Officials: Neither NPS nor the County may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key official will be made only by modification to this Agreement.

ARTICLE VI – FUNDING

Payment shall be made to the NPS in advance. Annual invoices will be submitted to the County by the NPS Accounting Operations Center by July 1 for each year of the agreement beginning in 2017, to be paid no later than August 31 in the amount of $7,200.00 per year. All partial years will be prorated at $600.00 per month.

All payments will reference this Agreement and its number. The County will make payment, upon receipt of a proper invoice, to:

USDI-National Park Service
ATTN: Budget Officer
P.O. Box 700
El Portal, California 95318

Payment received by the NPS for providing services under this Agreement shall be deposited to the credit of the principal appropriation from which the cost of providing the services has been paid or will be charged.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the County during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

C. This Agreement will be reviewed annually, prior to the start of the County’s fiscal year, to determine if modifications are needed and funding is available. The Park’s obligations under this Agreement shall be subject to the availability of funds.

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights


B. Promotions

The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other
publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service or position which the County represents. No release of information relating to this Agreement may state or imply that the Government approves of the County’s work product or considers the County’s work product to be superior to other products or entities.

C. **Public Information Release**

The County must obtain prior Government approval from the Superintendent of the Park for any public information release which refers to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

D. **Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however in all cases proper credit will be given to the effort of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscript to the other in such instances the party publishing the data will give due credit to the other party’s cooperation but assume full responsibility for any statements on which there is a difference of opinion.

E. **Assignment**

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

F. **Officials Not to Benefit**

Pursuant to 41 U.S.C. §22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

G. **Non-Exclusive Agreement**

This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

H. **Survival**

Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement.

I. **Partial Invalidity**
If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the parties here to have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

[Signature]
Palmer L. Jenkins
Acting Superintendent, Yosemite National Park

[Signature]
Kevin Killian
Chief Ranger, Yosemite National Park

5/12/17
Date

5/21/17
Date

FOR THE COUNTY OF MARIPOSA, CALIFORNIA:

[Signature]
Marshall Long
Chairperson and Supervisor, District III – Mariposa County Board of Supervisors

[Signature]
Byron Robles
Undersheriff, Mariposa County Sheriff’s Office

June 20, 2017
Date

6/6/17
Date

APPROVED AS TO FORM:

[Signature]
STEVEN W. DAHLEM
COUNTY COUNSEL