AGENDA SUMMARY
AGRICULTURE/PUBLIC PROTECTION AND GENERAL GOVERNMENT COMMITTEE

The agenda and staff reports are posted on the Sutter County Website at: http://suttercountyca.iqm2.com/Citizens/Default.aspx
Agenda items are available for review at the Agricultural Department located at 142 Garden Highway, Yuba City, during normal business hours

DECEMBER 10, 2018
3:30 PM
1160 CIVIC CENTER BLVD.
YUBA CITY, CA

County Administrators Office
Scott Mitnick, County Administrator

1) FY 2017-18 Year-End Closing Budget Adjustments (4/5th vote required)

Child Support Services
Amanda Battles, Staff Services Manager

2) Request to hire Limited Term Child Support Attorney I and enter into MOU with Yuba County Child Support, $63,000 between fiscal years 2018/2019 and 2019/2020.

Emergency Operations
Brenna Howell, Emergency Operations Manager

3) Authorization of the County Administrator’s Office to apply for, execute and administer the 2018 Homeland Security Grant Program (2018-HSG) in the amount of $171,464; and Approval of an amendment to the Fiscal Year 2018-19 Adopted budget (2-401) Office of Emergency Management to appropriate grant funds (4/5th Vote Required) (FT No. Pending)

Probation
Donna Garcia, Chief Probation Officer

4) Approval to close both Probation offices located at 595 Boyd Street and 430 Center Street on January 23, 2019, for building-wide safety-related staff training

Sheriff
J. Paul Parker, Sheriff Coroner

5) Approval of a Service Agreement with Motorola Solutions in the amount of $35,160 to provide for dispatch technical support and infrastructure repairs for the 1-year period of 01-01-2019 thru 12-31-2019.
Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Agricultural Commissioner’s Office at (530) 822-7500. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
AGRICULTURE, PUBLIC PROTECTION AND GENERAL GOVERNMENT COMMITTEE
Standing Committee Staff Report

To: Agriculture, Public Protection & General Government Committee
From: Scott Mitnick, County Administrator
Department: County Administrator
Subject: FY 2017-18 Year-End Closing Budget Adjustments (4/5ths vote required)

Recommendation:
Approve the attached closing budget amendment worksheet for FY 2017-18 (4/5ths vote required).

Background:
Each year, the County Administrator’s Office works with County departments to finalize accounting entries for the prior fiscal year. As one of the final steps in this process, it is recommended that the Board approve the attached budget transfer worksheet, which makes final budget adjustments to the appropriations and revenues in various budget units based on final year-end activity. One purpose for these adjustments, beyond simply balancing the budget, is to relieve County officials of the personal liability described in Government Code Section 29121, which states, “Except as otherwise provided by law, obligations incurred or paid in excess of the amounts authorized in the budget unit appropriations are not a liability of the county or dependent special district, but a personal liability of the official authorizing the obligation.”

The adjustments listed on the worksheet cover mostly minor over-expenditures that occurred in some budget units. Many of these are offset by savings elsewhere in the same fund or simply require a “rebalancing” of an interfund account based upon actual financial activity distribution, with no net increase in cost to the County. In some “pass-through” budget units, expenditures were either unavoidable or not known until late in the fiscal year, but had related revenue increases to offset the expenditures.

No significant policy issues are involved with approving these proposed amendments.

Prior Board Action:
On December 19th, 2017, the Board approved a set of FY 2016-17 year-end closing budget adjustments. The Board regularly approves year-end budget adjustments following the close of the County’s financial books.

Board Alternatives:
If these FY 2017-18 year-end closing budget adjustments are not made, Department Directors may face personal liability for overages in various object levels. Additionally, County staff will need to address those overages during the FY 2017-18 audit.

Other Department and/or Agency Involvement:
The County Administrator’s Office has worked with departments to review and develop the recommended amendments.

Action Following Approval:
The Auditor-Controller’s Office will receive a copy of the approved adjustments.

Fiscal Impact:
These adjustments balance the budgeted funds to cover overages in the specified budget units, matching the actual revenues and expenditures where necessary. There is no net change to the General Fund unreimbursed cost for FY 2017-18.

Countywide Goals and/or Top Priorities Compliance:

This item relates to strategic priority number 2: Budget/Finance and staff’s efforts to continually address strategic budget issues.

Respectfully Submitted,

S/ Scott Mitnick
County Administrator

Attachments:
1. Attachment is forthcoming
Attachment is forthcoming.
To: Agriculture, Public Protection & General Government Committee
From: Amanda Battles, Interim Director of Child Support Services
Department: Child Support Services
Subject: Request to hire Limited Term Child Support Attorney I and enter into MOU with Yuba County Child Support, $63,000 between fiscal years 2018/2019 and 2019/2020.

Recommendation: It is recommended that the Board of Supervisors authorize Sutter County Department of Child Support Services Interim Director to hire a Limited Term Child Support Attorney I and sign a Memorandum of Understanding (MOU) with Yuba County Child Support to share this Attorney and address gaps in Attorney coverage for both departments.

Background: Sutter County Child Support currently employs one Child Support Attorney III. The Child Support Attorney provides a variety of crucial legal work in child support civil and criminal cases. In the past when this Attorney III was unavailable the Attorney Director, extra help Attorney, or an Attorney through shared services with Yuba County Child Support would cover child support Attorney work in the absence of Sutter’s Attorney III. In June 2018, our Attorney/Director retired and our extra help Attorney stopped providing services. Additionally, shared services for Attorney Services have lapsed with Yuba County. Yuba County Child Support has recently dropped down from two Attorneys to one Attorney as well. Yuba County Child Support would like to share this limited term Attorney I with Sutter and share in 50% of the cost for the Attorney as detailed in the MOU.

Bringing on a Limited Term Attorney I would allow both counties to avoid gaps in crucial Attorney coverage. Additionally, this provides for some potential Attorney succession planning for our local area in case there are additional Attorney vacancies in the area in the future. The recruitment for the limited term Attorney would include language allowing that person to move into a permanent position at Sutter County if an opening for a Permanent Attorney at Sutter County Child Support arises. Additionally, the recruitment for the limited term attorney would include language allowing us to terminate the position if funding or other issues were to arise.

Prior Board Action: The original Shared Services Agreement for Attorney Services effective 10/1/2016-09/30/2017 with Yuba County Child Support, was approved by the Board October 11, 2016. There was no shared cost in this prior agreement.

Board Alternatives: The alternative would be, not to hire a limited term attorney and not sign the agreement with Yuba County. This could result in the department being without an attorney, creating gaps in service with customers, courts, and other departments.
**Other Department and/or Agency Involvement:** Yuba County Department of Child Support Services. Sutter County Human Resources.

**Action Following Approval:** Sutter County Child Support will open a recruitment for a limited term Attorney I, then hire for a term up to one year with an option to become a permanent employee if a fillable opening at Sutter County Child Support arises.

**Fiscal Impact:** Sutter County Child Support receives State and Federal Funding. We are not requesting general fund money for this limited term Attorney I. Sutter County Child Support has salary savings in the 2018/2019 budget that are sufficient for approximately half Sutter’s share ($31,500) for the 2018/2019 fiscal year and the remaining cost (approximately $31,500) will need to be budgeted in the 2019/2020 fiscal year. The approximate cost of a limited term Attorney I, at a step 1, for one year in Sutter County is $124,883. If the MOU is approved, Yuba County Child Support will pay half this salary through an allocation transfer at the State level to Sutter county. Sutter County Child Support would be responsible for approximately $63,000 between fiscal years 2018/2019 and 2019/2020 through our existing allocation. In the prior agreement with Yuba County, funds were not exchanged.

**Countywide Goals and/or Top Priorities Compliance:** Operate County Government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.

Implement forward-thinking and “Best Management Practices” to ensure that County’s workforce will deploy successful succession planning necessary to enable County’s employment base to become more reflective of community’s changing demographics.

Respectfully Submitted,

s/ Amanda Battles
Interim Director of Child Support Services

**Attachments:**
1. Sutter_Yuba_Agreement 2018
YUBA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
SUTTER COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
MEMORANDUM OF UNDERSTANDING FOR
ATTORNEY SERVICES
1/01/2019 THROUGH 12/31/2019

Section 1  Purpose

This agreement is entered into between the Yuba County Department of Child Support Services, hereinafter called YCDCSS, and the Sutter County Department of Child Support Services, hereinafter called SCDCSS. The effective date of this agreement is January 1, 2019.

WHEREAS, YCDCSS desires to obtain certain services from an attorney familiar with the Child Support Enforcement Program; and

WHEREAS, SCDCSS desires to offer the services of an attorney to assist YCDCSS; and

WHEREAS, the Child Support Enforcement Program is funded by the state and Local Child Support Agencies such as YCDCSS and SCDCSS are encouraged to share services; and

NOW, THEREFORE, the parties agree as follows:

1.  SCDCSS will provide the services of an attorney to YCDCSS equal to 50% of the hours worked each week or alternative schedules as agreed upon by both Directors.

   SCDCSS will provide YCDCSS with the services of an attorney familiar with the child support enforcement cases.

2.  YCDCSS and SCDCSS remain separate and distinct

   YCDCSS and SCDCSS shall remain separate and distinct programs operated within the respective counties.

3.  Charges for Services

   YCDCSS will be responsible for half of the salary and benefits of a Sutter limited term Child Support Attorney I which is approximately $63,000 between fiscal years 2018/19 and 2019/2020. There will be no billing between YCDCSS and SCDCSS, instead costs will be paid through an allocation transfer at the State level for half the salary and benefits.

4.  Data Collection

   YCDCSS and SCDCSS shall each keep data regarding processes that work well, those that need improvement, lessons learned and suggestions for change for future “service sharing” agreements.

5.  General Provisions
It is specifically and expressly understood that this agreement creates no relationship of employer/employee between Yuba County and Sutter County and the YCDCSS and SCDCSS personnel.

The Directors of YCDCSS and SCDCSS agree to meet on a regular basis to discuss the status of the shared services, including problems, issues, concerns, standards and goals.

YCDCSS authorizes SCDCSS to access Child Support Enforcement System - CSE and all data within the system related to Yuba County cases for the purposes of providing legal assistance on child support cases.

YCDCSS and SCDCSS agree the attorney appearing on behalf of YCDCSS and reviewing/approving documents for YCDCSS will report directly to the lead attorney and/or Director of YCDCSS for legal or procedural issues related to YCDCSS. While engaged in providing services for YCDCSS, YCDCSS shall be responsible for any workers compensation claim filed by the attorney.

6. Hold Harmless

SCDCSS and YCDCSS shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys’ fees and costs, and including but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this agreement and is an addition to any other rights or remedies that SCDCSS and YCDCSS may have under law or under this agreement.”

7. Miscellaneous

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth, or related medical condition, marital status, or political affiliation be denied any benefits or subjected to discrimination under this agreement.

All parties to this agreement will comply with state and federal regulations that are involved in this agreement.

This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement.

This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

8. Term of Agreement

This agreement shall be in effect from January 1, 2019 to December 31, 2019 unless written notice to terminate is given by either party to the other at least 30 days prior to the date of termination.
Signatures

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year first above written.

__________________________
Tina Taylor, Director
Yuba County Department of Child Support Services

__________________________
Amanda Battles, Interim Director
Sutter County Department of Child Support Services

__________________________
David Kilgore, Director
California State Department of Child Support Services

__________________________
Courtney Abril, County Counsel
County of Yuba

For the County of Yuba:

__________________________
Robert Bendorf, County Administrator
County of Yuba

__________________________
Timothy McCoy, Administrative Services Director
County of Yuba

__________________________
Jean Jordan, County Counsel
County of Sutter

For the County of Sutter:

__________________________
Dan Flores, Chairman, Board of Supervisors
County of Sutter
To: Agriculture, Public Protection & General Government Committee

From: Brenna Howell,

Department: Emergency Operations

Subject: Authorization of the County Administrator’s Office to apply for, execute and administer the 2018 Homeland Security Grant Program (2018-HSG) in the amount of $171,464; and Approval of an amendment to the Fiscal Year 2018-19 Adopted budget (2-401) Office of Emergency Management to appropriate grant funds (4/5th Vote Required) (FT No. Pending)

Recommendation

It is recommended that the Agriculture, Public Protection & General Government Committee recommends that the Board of Supervisors:

1. Authorize the County Administrator’s Office to apply for, execute, and administer the 2018 Homeland Security Grant Program (2018-HSG);

2. Approval of the attached budget amendment to appropriate expenditures and revenues associated with the 2018-HSG within the Office of Emergency Management budget unit (2-401) as well as other benefiting Departments.

Background & Discussion

The U. S. Department of Homeland Security provides grant funding annually to the State of California that is sub-granted to the Operational Areas (Counties). These funds are used to increase and maintain the capacity for the Operational Area first responders and emergency management to plan for, respond to, mitigate, and recover from acts of terrorism, and/or other natural and human caused disasters.

Prior Board Action

The Board has accepted this grant annually to help provide training and equipment to the Operational Area Emergency Management personnel and first responders through the Sutter County Office of Emergency Management through Resolution No. 18-004.

Board Alternatives

There are no viable alternatives.
Other Department and/or Agency Involvement

The following departments/agencies receive funding allocations under these grants as the appointed representatives and are as follows:

- Sutter County Office of Emergency Management
- Sutter County Sheriff
- Sutter County Fire
- Sutter County Public Health
- City of Yuba City Fire Department
- City of Yuba City Police Department

Action Following Approval

The Department will provide the Resolution and executed application to the State and administer the purchases as approved for the grant period.

Fiscal Impact

There is no impact to the General Fund. The approval of this grant affords Sutter County the opportunity to purchase items that would not otherwise be funded without commitment of General Fund appropriations. Through the use of this 2018-HSG, the funding available will assist our jurisdiction to improve our capabilities to respond to a variety of situations in the community. The 2018-HSG reimburses 100% of the purchases and services.

The attached budget amendment increases Federal Grant funding in account #2401-00-45306, increases various salary, service, intrafund, and transfer out accounts, and increases other benefiting departments account appropriations for the planned uses of the grant funds in the amount of $171,464.

Countywide Goals & Top Priorities Compliance

The recommended actions support the following countywide goals:

Goal A: Provide local government leadership which is open, responsive, ethical, inclusive, and transparent, while recognizing and respecting legitimate differences of opinion.

Goal B. Operate County government in a fiscally and managerially responsible manner to ensure Sutter County remains a viable and sustainable community to live, work, recreate, and raise a family.

Goal C: Maintain strong commitment to public safety (including Law Enforcement, District Attorney, Public Defender, Probation, Fire, Emergency Management, and related services).

Respectfully Submitted,

S/ Brenna Howell

Attachments:
1. HSGP Budget Amendment
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To record expenditures and reimbursements from 2018 Homeland Security Grant Program

Offsetting entries for above IF/Transfers Out account adjustments

$228,873 $228,873
To: Agriculture, Public Protection & General Government Committee  
From: Donna Garcia, Chief Probation Officer  
Department: Probation  
Subject: Approval to close both Probation offices located at 595 Boyd Street and 430 Center Street on January 23, 2019, for building-wide safety-related staff training

Recommendation: It is requested that your Committee recommend the following:

1. Approval to close both Probation offices located at 595 Boyd Street and 430 Center Street on Wednesday, January 23, 2019, for building-wide safety-related staff training.

Background:
The Board of Supervisors and Sutter County management have traditionally encouraged staff development and training to enhance how the County conducts business and to improve upon the services provided to our constituents. To that end the Probation department is requesting to hold building-wide safety-related staff training at each Probation department location. It will be mandatory for all staff to attend this training, therefore requiring both Probation locations to be closed to the public on Wednesday, January 23, 2019. If approved, signs will be posted, and the answering machine will be changed to make the public aware of the office closure.

The Board of Supervisors sets County office hours and, therefore, this request requires the approval of the Board of Supervisors.

Prior Board Action:
The Board of Supervisors approved a similar request for the county Treasurer, Auditor, and District Attorney offices on September 27, 2016.

Board Alternatives:
Forgoing building and department closures will likely result in cancellation of the scheduled training. There are no other alternatives that will allow us to train all staff at both locations.

Other Department and/or Agency Involvement:
There is no other department or agency involvement for this request.

Action Following Approval:
Both Probation locations will be closed and the building-wide safety-related staff training will be held on Wednesday, January 23, 2019.
Review:
This item was reviewed by staff of the following offices: County Administrator and Human Resources.

Fiscal Impact:
Training will be provided by Probation Staff, therefore, there will be no cost to the County General Fund.

Countywide Goals and/or Top Priorities Compliance:
This training supports the County’s commitment to maintaining Public Safety Countywide Goal C.

Respectfully Submitted,

Donna Garcia
Chief Probation Officer

Respectfully Submitted,

s/ Donna Garcia
Chief Probation Officer
AGRICULTURE, PUBLIC PROTECTION AND GENERAL GOVERNMENT COMMITTEE
Standing Committee Staff Report

To: Agriculture, Public Protection & General Government Committee
From: J. Parker, Sheriff-Coronor
Department: Sheriff Coroner
Subject: Approval of a Service Agreement with Motorola Solutions in the amount of $35,160 to provide for dispatch technical support and infrastructure repairs for the 1-year period of 01-01-2019 thru 12-31-2019.

Recommendation:

It is requested that your Board approve the following:

Approve and sign a Service Agreement with Motorola Solutions for Sheriff’s Motorola MCC 7500 Dispatch Console for $35,160 to provide for technical support and infrastructure repairs for the 1-year period of 01-01-2019 thru 12-31-2019.

Background:

The Sheriff’s Office purchased the Motorola Conventional K2-Core with MCC7500 Console Radio System in November 2016. The system has been in service since July 2017 and has allowed the Sheriff’s Office to deliver more productive and enhanced dispatch and communication services to the public.

The system came with 1.5 years support service package included in the purchase price which expires 12-31-2018. We are requesting your approval for a 1-year service agreement with Motorola Solutions for the period of 01-01-2019 thru 12-31-2019 for a total amount of $35,160 per year.

The services included in the agreement are:

- Motorola’s FSO dedicated team to support our dispatch console.
- This agreement is a 24X7 contract for High Severity Level incidents - should 1/3 of the system be impaired Motorola will be on site within 4 hours. If less than 1/3rd then it would be the standard response of 8am-5pm by next day.
- Motorola will provide an 800 number to call for service along with dispatch support.
- The agreement includes Infrastructure Advance Replacement; should a device fail, Motorola will order and ship a replacement within 24 hours before the broken device is repaired.

Prior Board Action:
This is first time we have requested the board for approval of such service agreement with Motorola Solutions.

**Board Alternatives:**

Your board may reject approval of this agreement and the dispatch system console support services by the manufacturer will expire on 12/31/2018.

**Other Department and/or Agency Involvement:**

County Administrator's Office and County Counsel.

**Action Following Approval:**

The approved and signed agreement will be forwarded to Motorola Solutions and the Sheriff's Office will continue to utilize the support services.

**Fiscal Impact:**

The General fund will be needed to cover this expense in the upcoming Fiscal Years which is funded in the Sutter County Sheriff's Communications (1600) each year, estimated at $35,160. The Sheriff's Office will use salary savings to pay for Fiscal Year 2018-19 cost of this service in the amount of $35,160.

**Countywide Goals and/or Top Priorities Compliance:**

The proposed use of the services provided by this agreement will continue to ensure the Sheriff's Office's delivery of productive and enhanced dispatch and communication services to the public.

Respectfully Submitted,

S/J. Parker
Sheriff-Coroner

**Attachments:**

1. SUTTER COUNTY SERVICE AGREEMENT FOR 2019
**SERVICE AGREEMENT**

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

**Contract Number:** USC000065491  
**Contract Modifier:**

**Date:** 27-DEC-2018

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**SPECIAL INSTRUCTIONS**  
- ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

**SERVICE AGREEMENT FOR CONSOLE AND CORE**

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

**AUTHORIZED CUSTOMER SIGNATURE**

**TITLE**

**DATE**

**CUSTOMER (PRINT NAME)**
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EQUIPMENT COVERED ON SERVICE CONTRACT:

DISPATCH CONSOLE AND IP CORE (ASTRO – K2).
SUTTER COUNTY SHERIFF MCC 7500 DISPATCH SYSTEM
WITH REDUNDANT P25 CONVENTIONAL K2-CORE

Note: CM & CAM Workstation will be installed in customer provided rack. RJ45 and Extra Punch blocks to be mounted on wall.

It is assumed rack is available for Backhaul Switch and HD ECC/GW at Mountain Top

Customer Rack

RACK 8

Sheet Set: 1/25/13

SUTTER COUNTY SERVICE AGREEMENT FOR 2019 (1333 : Approval for Motorola Solutions Service Agreement)
Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. “Agreement” means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. “Equipment” means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the “Start Date” indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer’s notification in a manner consistent with the level of Service purchased as indicated in this Agreement.
Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multico coupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer’s location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer’s personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer’s sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola’s total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola’s request. Customer may not disclose, without Motorola’s written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to
Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be
removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force
and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the
State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's
reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this
Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations
hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any
attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the
foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior
consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated
Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation
Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola,
assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and
its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY
ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A
TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO
DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the
anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in
effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those
services on a time and materials basis at Motorola's then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the
Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic
signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and
admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this
Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015