

**MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF TULARE AND
CITY OF VISALIA FOR RADIO AND COMMUNICATION SERVICES**

This Memorandum of Understanding, hereinafter referred to as "Agreement," is entered into as of July 1, 2025, between the County of Tulare, hereinafter referred to as "COUNTY", and the City of Visalia, hereinafter referred to as "CUSTOMER". COUNTY and CUSTOMER are each a "Party" and are together the "Parties" to this Agreement, which is made with reference to the following:

WHEREAS, CUSTOMER requires radio and communications services, and COUNTY's Information & Communications Technology Department's Radio Shop ("TCiCT") has the knowledge and expertise to provide those radio and communications services to CUSTOMER; and

WHEREAS, COUNTY and CUSTOMER wish to enter into an agreement under which radio and communication services will be provided by COUNTY to CUSTOMER.

The Parties hereto agree as follows:

1. TERM: This Agreement becomes effective as of July 1, 2025, and expires five (5) years thereafter, at 11:59 PM on June 30, 2030, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES:

a. **SCOPE OF SERVICES.** COUNTY, through TCiCT's Radio Shop, will provide CUSTOMER the radio and communication services described in **Exhibit A**, attached hereto.

b. **STANDARDS OF SERVICE.** TCiCT's Radio Shop exists primarily to serve county departments; however, the Radio Shop may perform services for other government agencies, municipalities, special districts, or other quasi-government organizations and associates, as the COUNTY's schedule permits. Because TCiCT's primary obligation to other COUNTY Departments, the needs of other COUNTY Departments may impact other agreed-upon timelines. As such, TCiCT does not guarantee it will meet CUSTOMER's timelines. Further, COUNTY retains the right to refuse to engage any service request by CUSTOMER based on the job or other existing workload of TCiCT. Should the received radio and communication services provided by the TCiCT not meet CUSTOMER expectations, the CUSTOMER is to contact TCiCT for disposition and resolution.

It is understood that services provided may be performed at locations governed by either COUNTY or CUSTOMER.

3. PAYMENT: As consideration for the services provided by COUNTY hereunder, CUSTOMER shall pay COUNTY in accordance with the attached **Exhibit A**, at the rates specified therein. COUNTY will invoice CUSTOMER within forty-five (45) days of completed service. Payment shall occur within 30 days of invoice. Remittance must be sent to:

County of Tulare – TCiCT
Attn: TCiCT Fiscal
5957 South Mooney BLVD, Suite 2270
Visalia, CA 93277

4. **INSURANCE:** CUSTOMER and COUNTY shall be self-insured or maintain their own civil liability insurance coverage against any claim of civil liability arising out of the performance of this Agreement and provide appropriate evidence of such coverage to the other Party, upon request.

5. **NOTICE**

Any notice to be given regarding this Agreement must be written and must be either personally delivered or sent by first class mail to the following addresses:

<u>Customer</u>	<u>County</u>	<u>Copy to:</u>
City of Visalia	Board of Supervisors	TCiCT
303 South Johnson St	County Administration Bldg.	5957 South Mooney Blvd.
Visalia, CA 93291	2800 West Burrel	Suite 2270
	Visalia, CA 93291	Visalia, CA 93291

Notice personally delivered is effective when delivered. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

6. **AUTHORITY:** CUSTOMER represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CUSTOMER to its terms. CUSTOMER acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.
7. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.
8. **MANUAL OR ELECTRONIC SIGNATURES:** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.
9. **INDEMNIFICATION:** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code §895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead CUSTOMER and COUNTY agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code §810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member,

employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. It is understood that this indemnification covers those services provided at locations governed by either COUNTY or CUSTOMER.

10. INDEPENDENT CONTRACTOR STATUS: In the performance of services under this Agreement, COUNTY and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents and/or employees of CUSTOMER; No employer-employee relationship exists between COUNTY and CUSTOMER. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, direction and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder. COUNTY shall not act or attempt to act or represent itself directly or by implication as an agent of CUSTOMER, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CUSTOMER. CUSTOMER shall not act or attempt to act or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

11. AMENDMENTS AND REVIEW: This Agreement represents the entire agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. This Agreement may be modified or amended only upon written mutual consent of the Parties hereto.

12. SERVICES WARRANTY: Labor services to be provided hereunder will be performed in a diligent, professional, and workman like manner in good faith and according to Good Industry Practices. The labor services provided under this Memorandum of Understanding shall be warrantied for a period of twelve (12) months following the satisfactory completion of the applicable services under each statement of work.

Parts/items provided to complete the statement of work shall fall under the factory warranty of that part and/or product provided. The factory warranty constitutes all of the warranties with respect to the sale of the parts/items to CUSTOMER. The COUNTY hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. COUNTY neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts/items.

COUNTY does not warranty:

- a. Damage by the CUSTOMER due to negligence or willful damage.
- b. CUSTOMER negligence to conduct regular maintenance.
- c. Any deterioration in appearance of the end product/item (including, without limitation, any scratches, stains, mechanical wear, or rust, etc.) or any other changes which occur after satisfactory completion and CUSTOMER acceptance of the applicable services under each statement of work.
- d. Normal wear and tear

13. ASSURANCES OF NON-DISCRIMINATION: Neither CUSTOMER nor COUNTY shall discriminate in the employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

14. RECORDS AND AUDIT: COUNTY agrees to maintain adequate records and documentation to support the charges made to CUSTOMER. All such records shall be prepared in accordance with generally accepted accounting principles (GAAP), shall be clearly identified, shall be kept readily accessible, and shall be retained in compliance with COUNTY's record-retention policy. Upon request, COUNTY shall make such records available to CUSTOMER.

15. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this agreement is made in and shall be performed in Tulare County, California.

16. TERMINATION: COUNTY and CUSTOMER will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where services have been terminated, said termination will not affect any rights of the either party to recover damages against the other.

CUSTOMER will pay COUNTY the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions otherwise provided in this Agreement. Neither party will pay lost anticipated profits or other economic loss arising out of or resulting from such termination.

17. EXHIBITS AND RECITALS: The Exhibits and the Recitals to this Agreement are fully incorporated into and the integral parts of this Agreement.

18. CONSTRUCTION: This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code §1654 shall not apply to address and interpret any uncertainty.

19. WAIVER: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

21. DISCLAIMERS:

- a. CUSTOMER is hereby notified that said vehicle/apparatus is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism, acts of nature, while the property remains with the COUNTY.

- b. CUSTOMER agrees that no articles of property shall be left in the vehicle/apparatus and COUNTY is not responsible for inspection or loss thereof.
- c. Vehicles and/or apparatus shall be picked up and removed from COUNTY facilities no later than five (5) business days after such notice has been given to said CUSTOMER.
- d. CUSTOMER authorizes their duly authorized representative(s) to request statement of work from COUNTY, whereas COUNTY understands that all requests to complete a statement of work is from a duly authorized representative from CUSTOMER. All statements of work are due and payable based upon the duly authorized CUSTOMER representative.
- e. Prior to beginning any work contemplated by the Statement of Work, COUNTY shall provide CUSTOMER with an estimate for the work to be completed by COUNTY. Acceptance of such quote by the CUSTOMER's duly authorized representative shall be considered authorization for COUNTY to proceed with the work described in the estimate.
- f. COUNTY shall provide a completed statement of work to Customer on completion of the stated work. CUSTOMER shall review and approve the completion of stated work prior to the acceptance of the completed work.
- g. COUNTY may provide limited on-site radio services to CUSTOMER. CUSTOMER shall assure that all safety protocols are followed, that the work being requested is within the scope of radio services provided by COUNTY, and that COUNTY may decline to complete such service requests.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Pete Vander Poel
Chair, Board of Supervisor
Tulare County

Date

Deputy County Counsel
Tulare County Counsel
Approved to Form
Matter 2025366

Date

City Manager
City of Visalia

Date

Exhibit A
Scope of Services

COUNTY provides installation, maintenance, and repair of equipment installed in vehicles, base stations, and communication towers with the goal to maintain established standards of quality and interoperability across departments and other various local partners.

Service Provided – Statement of Work

This is an example of what can be offered by COUNTY.

Vehicle Types	Products	Services
Patrol Vehicles	Light Bars	Installation
Undercover Vehicles	Siren Controllers	Repairs
Public Safety Vehicles	Strobe Kits	Maintenance
Large Apparatus	Partitions	Troubleshooting
Command Vehicles	Spot Lights	Removal of Items
SWAT Vehicles	Beacon Lights	Radio Programming
Transport Vehicles	Switches	Microwave Radio
Construction Vehicles	Backup Cameras	Drone Imaging
Command Trailers	Alarms	Consulting
	Base Stations	On-Site Services
	Hand-Held Radios	

Charge Explanation & Detail

Charge Detail	Charge Rate
Per Hour Rate	\$105.00
Sales Tax	As permitted by the taxing authority and jurisdiction
Administrative Rate	10%, applied to parts/supplies only
Part /Supplies	Charged at cost to the CUSTOMER based on the actual cost to COUNTY

Note:

- Labor charges are calculated based on the basis of time spent to complete the job.
 - Rounded to the nearest quarter hour
- The charge rates are developed and approved through the annual cost allocation plan as approved by the State of California and County Auditor's Office.
- The rates are updated annually by COUNTY and CUSTOMER accepts the increase(s) as a general practice of business for cost recovery by COUNTY; COUNTY shall notify CUSTOMER of the new rates annually.