INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF SACRAMENTO AND CITY OF SACRAMENTO

THIS AGREEMENT is made this ____ day of ____, 2007, by and between the **COUNTY OF SACRAMENTO,** a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the **CITY OF SACRAMENTO,** a municipal corporation of the State of California (hereinafter referred to as "CITY"), which are collectively referred to as the "PARTIES."

WHEREAS, the COUNTY of Sacramento in coordination with the CITY of Sacramento, City of Folsom, City of West Sacramento, the Sacramento Regional Transit District, and the Sacramento Regional Fire/EMS Communication Center (collectively "Participants"), have developed the Sacramento Regional Radio Communications System; and have entered into an agreement which established a cooperative relationship among the Participants;

WHEREAS, the FCC has assigned radio frequencies to the COUNTY and the CITY and these radio frequencies assigned by the FCC are pooled for use by all of the Participants of the Sacramento Regional Radio Communications System ("SRRCS") and are subject to the management of the County and the System Manager. These frequencies operate within the 800 MHz band and use call signs WNYR751, and WNXW543. The COUNTY and the CITY retains all rights to the frequencies it has pooled.

WHEREAS, the PARTIES and the Participants are subject to the "800 MHz Order" issued by the Federal Communications Commission, 19 FCC Rcd 14969 (2004), as amended by Erratum, Second Erratum, 19 FCC Rcd 19651 (2004), Public Notice, 19 FCC Rcd 21492 (2004).

NOW THEREFORE, it is hereby agreed that

1. **Statement of Work and Responsibilities**. The COUNTY shall act as the primary point of contact, on behalf of the PARTIES, for purposes of retaining legal representation and negotiating an agreement between the PARTIES and Sprint Nextel, Inc. pursuant to the 800 MHz Order. Included in the COUNTY's duties are the responsibilities to appoint an overall project manager, execute a contract with Sprint Nextel, Inc., execute a contract with a law firm to serve as counsel for the PARTIES, and execute a contract with a vendor(s) to assist the COUNTY in fulfilling its obligations. The County is responsible for updating, filing, and coordinating the frequency changes that are a result of the 800 MHz Order with the FCC. Notwithstanding any frequency changes, the COUNTY and the CITY shall retain control and all rights to their respective frequencies that they pooled for the SRRCS. All future contracts executed by the COUNTY on behalf of the PARTIES shall include a provision that the PARTIES to this Agreement are third party beneficiaries of such contracts and shall have the right to enforce all provisions thereto. The project manager shall provide the PARTIES any proposed contracts prior to execution and seek input as appropriate.

2. **Term**. The term of this Agreement will correspond with the Regional Prioritization Plan of the 800 MHz Transition Administrator and will terminate on the date of completion of the obligations of all the PARTIES to this Agreement or the withdrawal of all PARTIES from the Agreement.

3. **Availability of Funds**. No PARTIES' funds will be expended to comply with the 800 MHz Order. CITY shall not be responsible for any payment to the COUNTY for the services COUNTY provides as the primary point of contact; rather, it is contemplated that the agreement negotiated by the COUNTY with Sprint Nextel, Inc. will include provision of payment for all services, legal and otherwise, directly from Sprint Nextel, Inc.

4. **Record Keeping Requirements**. PARTIES shall maintain a complete file of all records, documents, communications and other material, which pertain to this Agreement for a period of three (3) years from the date of this Agreement.

5. **Audits**. The PARTIES to this AGREEMENT shall permit all other PARTIES the right to monitor and audit records and activities, which are or have been undertaken pursuant to this AGREEMENT.

6. **Point of Contact**. For the purpose of this Agreement, the persons named below are designated the point of contact of the PARTIES. All notices required to be given by the PARTIES shall be given by mail, fax or e-mail to the point of contact named below. The PARTIES must designate a new or substitute representative in writing to the project manager:

FOR COUNTY of SACRAMENTO:

Patrick Groff, Chief Information Officer
Office of Communications and Information Technology
799 G. Street, Sacramento, CA.95814-1212

FOR CITY of SACRAMENTO:

Steve Ferguson, Chief Information Officer
Information Technology Department
1000 I Street, Suite 120, Sacramento, CA.95814-2608

7. **Dispute Resolution**. Any dispute concerning this Agreement, which cannot be resolved at the Agency point of contact level, shall be referred to superior management staff designated by each PARTY. Failing resolution at that level, disputes shall be presented to the County Executive and City Manager for resolution.

8. **Withdrawal**. Any of the PARTIES shall have the right to withdraw from this Agreement at any time by providing written notice to the other party of such intention in the manner specified in Section 6.

9. **Signature of Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and such counterpart together will constitute the same instrument.

10. **Governing Law**. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The PARTIES agree to submit any disputes arising under the Agreement which cannot be resolved pursuant to Paragraph 7, above, to a court of competent jurisdiction located in Sacramento County, California.

In witness hereof, the parties have executed this Agreement the date and year first written above.

COUNTY OF SACRAMENTO

By: _____
Name: Patrick L. Groff
Title: Chief Information Officer

APPROVED AS TO FORM:

_____
County Counsel

CITY OF SACRAMENTO

By: _____
Name:
Title:
For: Ray Kerridge, City Manager

APPROVED AS TO FORM

_____
City Attorney's Office

ATTEST:

_____
City Clerk