

SOLANO COUNTY PUBLIC SAFETY COMMUNICATIONS SYSTEM LICENSING AGREEMENT

This Solano County Public Safety Communications System Licensing Agreement (the "Agreement") is made and entered into as of _____, between the County of Solano (hereinafter "County") and the City of Benicia ("Benicia") referred to as the "City." The County and the City are sometimes individually referred to as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the County owns and operates a Motorola P25 digital radio system core and is adding a new South Simulcast Cell under contract with Motorola (collectively, the "System") to provide reliable public safety voice communications within Solano County;

WHEREAS, Benicia has public safety agencies (police, fire, and other emergency services) that require access to a P25 radio network and has historically participated in the East Bay Regional Communications System Authority (EBRCSA);

WHEREAS, Benicia desires to transition from the EBRCSA network and access the County's System to improve interoperability and service, under terms that mirror the costs they would have incurred with EBRCSA;

WHEREAS, the County is willing to provide the City with licensed access to its System under a standard agreement that covers the City, with the understanding that this is a transitional arrangement pending full integration of the City into the County's radio system;

WHEREAS, the County and the City agree that neither Party shall charge the other for the use of County- or City-owned land, buildings, or facilities that support the System during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 System: The County's Motorola P25 radio network core infrastructure and the South Simulcast Cell (radio tower and transmitter network) that will provide coverage in the southern region of Solano County, including Vallejo and Benicia, as described in Exhibit A.
- 1.2 Subscriber Radio: A mobile or portable two-way radio unit (or other authorized communication device) operated by the City's public safety agencies and programmed to operate on the System.

- 1.3 Dispatch Center: A City or County emergency communications or dispatch facility where dispatch console equipment is located and connected to the System.
- 1.4 Demarcation Point: The point of interface between the County's System and a City's own communications equipment. This is typically the network connection point or console gateway at the City's Dispatch Center. The County's maintenance responsibility for the System extends up to this Demarcation Point.
- 1.5 Service Fee: The yearly fee that a City must pay to the County for access to and use of the System, as detailed in Section 5.
- 1.6 Optional Services: Additional technical or support services that the County may provide to a City (such as radio programming or console maintenance) under a separate agreement, as described in Section 8.
- 1.7 Transition Period: The term of this Agreement, during which Benicia uses the System under this transitional arrangement, pending full integration of the City into the County's radio system at a future date.

2. Grant of License and Scope of Use

2.1 License to Use System: The County hereby grants to the City a non-exclusive, revocable license to access and use the System for the purpose of public safety communications. This license permits the City's Subscriber Radios and dispatch consoles to operate on the County's P25 core and South Simulcast Cell.

2.2 Scope: The City's use of the System shall be solely for official governmental and public safety purposes. No commercial use or third-party use of the System by the City is permitted under this Agreement.

2.3 No Transfer: The City shall not sub-license, assign, or transfer its rights to use the System to any other entity without the County's prior written consent.

2.4 Compliance: The City agrees that all use of the System will comply with applicable laws, Federal Communications Commission ("FCC") regulations, and any reasonable operating rules or protocols provided by the County for System users. The County will provide the City with any such operating guidelines at or before the commencement of service and as updated from time to time.

3. Term of Agreement

3.1 Term: The term of this Agreement shall begin on July 1, 2026. The Agreement shall remain in effect through July 1, 2031, unless earlier terminated as provided in this Agreement.

3.2 Transitional Nature: The Parties acknowledge that this Agreement is intended as a transitional solution. By the end of the term of the Agreement, the City may and anticipates becoming fully integrated into the County's radio system under a long-term arrangement or successor agreement (such as joining a radio-as-a-service, joint powers authority or other governance structure by 2031).

3.3 Extension or Renewal: Any extension or renewal of this Agreement beyond July 1, 2031, or any new agreement formalizing the City's full integration into the System, shall be negotiated in good faith and approved by the governing bodies of the Parties prior to the expiration of this Agreement.

3.4 Early Termination: This Agreement may be terminated prior to July 1, 2031 under the following circumstances:

3.4.2 Breach: If either Party fails to perform a material obligation under this Agreement, and fails to remedy the breach after receiving a written notice within ten (10) business days specifying the breach and a reasonable opportunity to cure, the non-breaching Party may terminate this Agreement upon not less than ten (10) business days' written notice to the other Party after the breaching Party was provided sufficient notice and reasonable opportunity to cure.

3.4.3 Legal Requirement: If continued performance of this Agreement becomes unlawful or impossible due to change in law or regulation, then the terminating Party shall provide written notice upon ten (10) business days.

3.5 Effect of Termination: Upon termination or expiration of this Agreement, the County will provide, within thirty (30) calendar days, written notice that the City's access to the System will be disconnected in an orderly manner. The City shall pay any outstanding fees owed. Sections 10.1 and 10.2 shall survive termination or expiration of this Agreement.

4. Coordination and Input

4.1 The Parties agree that open communication and coordination are essential to the effective operation of the System for all System users. To that end:

4.1.1 Regular Coordination Meetings: The County will host periodic coordination meetings (for example, quarterly or semi-annually) with representatives from the City. The purpose of these meetings is to discuss System performance, coverage, capacity, upcoming upgrades or maintenance, and to hear any concerns or suggestions from the City.

4.1.2 City Input: The County values the input of the City regarding the System's operation. Although formal joint governance bodies are not established under this Agreement, the County will in good faith consider the City's feedback when making decisions that could significantly affect the City's use of the System.

4.1.3 Notification of Changes: The County will provide reasonable advance written notice to the City of any planned significant changes to the System that may impact the City's communications (e.g. software upgrades, changes in coverage patterns, extended maintenance outages). The County will strive to schedule any routine maintenance in a manner that minimizes disruption to the City.

4.1.4 Emergency Coordination: In the event of major emergencies or System outages affecting the City, the County and City technical staff will promptly communicate and coordinate to restore full functionality. The County will keep the City informed of status and actions during such events.

5. Fees and Payment Terms

5.1 Service Fee: The City shall pay the County a fixed annual service fee, based on the following calculation:

City: $188 \text{ radios} \times \$49 \times 12 \text{ months} = \$110,544 \text{ per year}$

5.2 These amounts are fixed for the duration of this Agreement (through July 1, 2031), regardless of whether the City's actual radio count increases or decreases.

5.3 Billing and Invoicing: The County will issue invoices in advance to the City on a yearly basis for the Service Fee. Each invoice will show the total amount due. Payment shall be due within thirty (30) days of the invoice date, unless otherwise agreed in writing.

5.4 Payment Method: Payments shall be made by the City to the County by check, electronic transfer, or other agreed method. The County will provide the necessary payment instructions on the invoices.

5.5 Late Payments: If the City fails to pay an invoice by the due date, the County will provide written notice to the City's designated contact. The City shall have a cure period of ten (10) business days after receipt of notice to remit payment. Late payments may be subject to interest or penalties in accordance with County policy or as permitted by state law.

5.6 Fee Adjustments: The fixed fee of \$110,544 per year is intended to match what the City would have paid under their previous arrangement with EBRCSA. The Parties agree that this rate shall remain unchanged through the term of this Agreement. Any proposal to change the rate (for example, in an extended term or new agreement after 2031) shall require mutual agreement in writing.

5.7 No Other User Fees: Aside from the Service Fee described above, the County shall not impose additional user fees or subscription charges on the City for routine access to the System under this Agreement. This does not preclude charges for any Optional Services outside the scope of this Agreement, as described in Section 8.

6. Responsibilities of the County

6.1 The County shall perform the following responsibilities under this Agreement:

6.1.1 System Operation and Maintenance: The County will operate, maintain, and manage the P25 radio core infrastructure and South Simulcast Cell to ensure reliable communications for the City. This includes but not limited to hardware, software, and network components of the System, such as radio core controllers, tower sites, antennas, repeaters, microwave/fiber backhaul connecting sites, and associated power systems.

6.1.2 Infrastructure Up to Demarcation: The County's responsibility extends to maintaining all System equipment and network links up to the Demarcation Point at the City's Dispatch Center. The Demarcation Point is the interface where the City's dispatch console or network connects to the County's System. The County will ensure that connectivity to that point is functional and will troubleshoot and repair any System issues up to that point.

6.1.3 Coverage and Capacity: The County will use reasonable efforts to provide radio coverage and capacity within the City that is consistent with public safety grade communications, but does not guarantee coverage. The new South Simulcast Cell is intended to cover these areas; the County will monitor performance and address coverage deficiencies or capacity issues as feasible, informing the City of any limitations encountered.

6.1.4 Talk-group and ID Management: The County will provide the necessary system access IDs, talk-group assignments, and fleet mapping for the City's use of the System. Subject to the City's responsibility for actual programming as noted in Section 7, County radio technicians will coordinate with City personnel to program the System parameters (such as talk-group IDs, encryption keys if used, etc.) into the City's Subscriber Radios.

6.1.5 Technical Support: The County will designate a System Manager or technical point of contact that the City can contact for support or to report issues. The County will respond promptly to any reported System malfunctions or outages affecting the City and will work diligently to restore full service.

6.1.6 System Upgrades: The County will be responsible for all necessary upgrades and updates to the System hardware and software during the term of this Agreement. The County will notify the City in advance of any upgrades that may require reprogramming of subscriber units or changes in operation and will coordinate scheduling to minimize disruption.

6.1.7 Licenses and Permits: The County will obtain and maintain any FCC licenses, frequency authorizations, or other regulatory approvals required for operation of the System. The County will ensure that the System remains in compliance with all applicable federal and state laws and regulations.

6.1.8 Insurance: (If applicable) The County will maintain appropriate insurance coverage for its System infrastructure and operations, which may include self-insurance. This Agreement does not in any way obligate the County to maintain insurance coverage for the City's equipment or activities. The County will maintain liability insurance for its own activities as required by law or County policy.

7. Responsibilities of the City

7.1 The City shall have the following responsibilities under this Agreement:

7.1.1 Subscriber Radios and Equipment: The City is responsible for procuring, owning, and maintaining its Subscriber Radios and associated equipment such as chargers, vehicle radio units, antennas, etc. The radios must be compatible with the County's P25 System, and meet the technical specifications provided by the County.

7.1.2 Radio Programming: Initial programming of the City's Subscriber Radios with the County's System information (i.e., talk-groups, frequencies, encryption keys, etc.) is the responsibility of the County under contract with Motorola. The County will provide the necessary System data and coordination, but the City will ensure their radios are made available on a timely basis so they are correctly programmed and updated. Subsequent programming of the City's Subscriber Radios with the County's System information (i.e., talk-groups, frequencies, encryption keys, etc.) is the responsibility of the City. If the City lack technical capacity, they may request programming assistance from the County as an Optional Service per Section 8.

7.1.3 Dispatch Console Equipment: Initial programming of the City's consoles with the County's System information (i.e., talk-groups, frequencies, encryption keys, etc.) is the responsibility of the County under contract with Motorola. Subsequent to initial programming, the City is responsible for the operation and maintenance of its own dispatch center console equipment and any other communications infrastructure on the City's side of the Demarcation Point. This includes console hardware, dispatcher workstations, logging recorders, and the connection from the console to the Demarcation Point. The City will ensure its console equipment is compatible with the System interface and meets any technical requirements specified by the County. If the City lacks technical capacity, they may request programming assistance from the County as an Optional Service per Section 8.

7.1.4 Adherence to Operating Guidelines: The City shall ensure that its personnel use the System in accordance with any reasonable operating procedures or protocols established by the County (e.g., radio discipline, use of talk-groups, emergency button use, etc.). The City will train its radio users on proper operation within a multi-agency radio system to prevent harmful interference or misuse.

7.1.5 Payment of Fees: The City will timely pay the Service Fees as described in Section 5. The City is only responsible for its own fees.

7.1.6 Incident Reporting: If the City experiences any significant radio communication issue, interference, or suspected malfunction that may be related to the System, it shall promptly notify the County's technical contact so that the issue can be investigated and resolved collaboratively.

7.1.7 No Unauthorized Changes: The City shall not modify or attempt to modify any part of the County's System. The City will not add any infrastructure such as additional sites or channels to the System or connect third-party equipment to the System without the County's prior written approval. Any integration of City-owned infrastructure (e.g., a City-owned radio site) with the System would require a separate agreement or amendment.

7.1.8 Compliance and Cooperation: The City will comply with all applicable laws and regulations in its use of the System. The City will cooperate with the County in any investigations or troubleshooting of System issues and will make knowledgeable staff available for coordination as needed.

8. Optional Services by the County

8.1 This Agreement primarily covers the City's access to and use of the System. The Parties recognize that the City may have needs for additional technical services related to its radio equipment ("Optional Services"). The County may, at the City's request and under separate arrangements, provide such Optional Services. Optional Services include but not limited to the following:

8.1.1 Subscriber Radio Programming and Setup: If the City requests, the County's radio technicians can perform programming of the City's Subscriber Radios or assist with configuring them for the System. Any such work, and any charges for it, would be detailed in a separate memorandum or work order agreed to by the Parties.

8.1.2 Console Configuration and Maintenance: The County may assist with configuring the City's dispatch console to interface with the System (for instance, setting up talk-group selections, templates, or network configurations). Ongoing maintenance or support of console equipment can also be provided if mutually agreed in writing by the Parties. These services would be outside the scope of the core System access license and may involve additional fees or a separate support contract.

8.1.3 Radio Repair Services: If the City does not have its own radio repair capabilities, the City may engage the County's radio shop to repair or service Subscriber Radios or related equipment. Again, the terms for any such repair services would be handled under a separate agreement or on a fee-for-service basis, not covered by the yearly Service Fee.

8.1.4 Training: The County may provide training sessions for City personnel on use of the System or new features. For example, if a System upgrade introduces new user

features. Training arrangements shall be coordinated as needed and are typically provided as a courtesy or at the agreed cost if they require significant resources.

8.2 Any Optional Services requested by the City and provided by the County shall be documented in writing (for example, in a letter agreement, addendum, or services contract) including the scope of services and any costs. The City is under no obligation to procure any Optional Services, and the City's acceptance of Optional Services will not affect the City's right to access the System under the terms of this Agreement. Likewise, the County is not obligated by this Agreement to provide Optional Services unless otherwise required by a separate agreement.

9. Transition to Full Integration

9.1 The Parties acknowledge that this Agreement serves as an interim solution until full integration of the City into a long-term regional radio system framework. Pursuant to that understanding:

9.1.1 **Future Planning:** The County, in consultation with the City, will continue to plan for the incorporation of the City as a permanent participant in the Solano County radio system (or any regional/joint system that may supersede it). This may involve exploring governance options such as Radio-as-a-Service, joint powers agreements, cost-sharing for future infrastructure, and inclusion of the City in long-term system expansion or upgrades.

9.1.2 **Good Faith Negotiation:** No later than one (1) year prior to the expiration of this Agreement (by June-2030), the Parties shall initiate good faith discussions on the framework for the post-2031 arrangement. This may result in an extension of this Agreement, a new agreement, or another mechanism to ensure the City's continued radio communications service without interruption. The Parties are not contractually obligated to perform under the terms of a new agreement without prior review and mutual assent to the terms of an extension of this Agreement or a new agreement.

9.1.3 **Continued Service Commitment:** The Parties intend that the City will not be left without radio service upon the expiration of this Agreement. The Parties commit to work towards a seamless transition. If unforeseen delays occur in finalizing the post-2031 integration, the Parties may mutually agree to an extension of this Agreement as necessary to bridge any gap.

9.2 **Technology Updates:** By 2031, technology or industry standards may have evolved. The County will keep the City informed about any next-generation radio system developments (e.g., new P25 phases, LTE interoperable systems, etc.) that could influence the integration plan. The City will be given opportunity to participate in any pilot programs or planning meetings about the future system as it relates to their needs.

9.3 **Non-Binding Intent:** This Section 9 outlines the Parties' intentions and planning efforts. Except for the obligation to negotiate in good faith as noted above, this Section 9 is a

statement of intent and is not intended to create a binding obligation to enter a future agreement. Any actual integration or new partnership will be set forth in a future written agreement approved by both Parties' governing bodies.

10. General Provisions

10.1 Indemnification: Each Party agree to indemnify, defend, and hold harmless the other Party, its officers, employees, and agents from and against any claims, liabilities, damages, or costs (including reasonable attorney's fees) arising out of any services under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Parties.

10.2 Limitation of Liability: In no event shall either Party be liable to the other for any indirect, special, incidental, or consequential damages (such as lost profits, lost communication time, or loss of data) arising out of or related to this Agreement or the use of the System, even if advised of the possibility of such damages. This Section does not limit either Party's obligation to make payments owed under this Agreement or to indemnify as provided above.

10.3 Insurance Requirements: Each Party shall maintain insurance or self-insurance sufficient to meet its obligations under this Agreement and as required by law. Upon request, a Party will provide proof of insurance or self-insurance to the other.

10.4 Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by commercial courier, or mailed by certified mail (return receipt requested) to the following representatives for each Party:

For County: Stewart Bruce, Regional IT Infrastructure & Operations Manager (primary)
675 Texas Street, Ste 3700, Fairfield, CA 94533
SBruce@SolanoCounty.gov

Matthew Higdon, PSC Division Manager (secondary)
675 Texas Street, Ste 3700, Fairfield, CA 94533
MHigdon@SolanoCounty.gov

For City of Benicia: Edward Criado, Deputy Chief (primary)
200 East L Street, Benicia, CA 94510
ecriado@ci.benicia.ca.us

Jake Heinemeyer, Lieutenant (secondary)
200 East L Street, Benicia, CA 94510
jheinemeyer@ci.benicia.ca.us

Routine operational communications (e.g., outage notifications, meeting announcements) may be made by email to designated points of contact, but formal notices regarding breach, termination, or legal matters must be delivered as stated above.

10.5 Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether oral or written, with respect to such subject matter. No attachments or exhibits are incorporated unless expressly listed and attached hereto.

10.6 Amendments: Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of the County and the City. No oral modifications shall be valid.

10.7 Governing Law and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Solano County, California, and the Parties hereby consent to the jurisdiction and venue of such courts.

10.8 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect, provided that severing the invalid provision does not materially alter the rights or obligations of the Parties.

10.9 No Third-Party Beneficiaries: This Agreement is for the benefit of the County and the City only and is not intended to confer any rights or benefits on any third parties (including any residents of the City or other agencies). No entity or person that is not a signatory to this Agreement shall have any right to enforce any term of this Agreement.

10.10 Independent Entities: The Parties are independent governmental entities. Nothing in this Agreement shall be interpreted as creating an agency, partnership, or joint venture between the County and the City. Each Party retains full control over its employees and operations.

10.11 Authority to Execute: Each person signing this Agreement represents and warrants that they have the appropriate authority to execute this Agreement on behalf of the Party for whom they sign, and to bind that Party to the terms of this Agreement.

10.12 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed equivalent to original signatures for the purposes of executing this Agreement.

11. Signatures

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

County of Solano

By: _____

Title: _____

Date: _____

City of Benicia

By: _____

Title: City Manager

Date: _____

By: _____

Title: City Attorney

Date: _____

Exhibit A: Project Description

1. The Solano County P25 System Expansion Project is a strategic initiative to enhance interoperable emergency communications within Solano County, beginning with a new simulcast cell serving the City of Benicia. This expansion forms a key phase in the County's long-term plan to develop a comprehensive, countywide digital radio network using Motorola's ASTRO® 25 Phase 2 technology.

This project establishes a 4-site, 6-channel simulcast subsystem, fully integrated into the existing Solano County P25 Core located at the Solano County Data Center. The system operates in the 800 MHz band and provides enhanced coverage, capacity, and security for public safety communications in the southwest region of the county.

2. Project Focus Area: Vallejo and Benicia

The immediate purpose of this expansion is to deliver reliable portable radio coverage throughout the cities of Vallejo and Benicia. These areas are served by a new simulcast cell connected via a digital microwave backhaul loop. Each site supports voice and data operations using both FDMA and TDMA-capable radios.

3. Simulcast Cell Site Overview:

Site Name	Role	RF Channels	FDMA Only Channels	TDMA Equipped Channels	Total Talkpaths
Courthouse	Prime / RF Remote	6	2	4	9
Fairgrounds	Geo-Prime / RF Remote	6	2	4	9
Southampton	RF Remote (New Shelter)	6	2	4	9
Cummings	RF Remote	6	2	4	9
Hiddenbrooke	ASR (Existing)	3	1	2	4

4. Encryption and Security

The system supports AES-256 encryption allowing for secure end-to-end voice communications across all participating agencies. This level of encryption meets or exceeds federal security standards and ensures compliance with CJIS and other public safety requirements.

5. Part of a Larger System Expansion

- a. While this project centers on Vallejo and Benicia, it is part of a larger countywide vision for Solano County. The overall conceptual plan includes:

- i. The existing Northeast Simulcast subsystem, serving Fairfield, Vacaville, and Suisun City
- ii. Several standalone ASR sites (e.g., Hiddenbrooke, Red Top, Rio Vista, Kregor) providing coverage in rural or terrain-limited areas
- iii. A countywide MPLS microwave backhaul network, supporting high-throughput, resilient communications
- iv. Potential future integration with regional systems such as EBRCSA, Yolo, and Sacramento County for seamless mutual aid

b. This phase lays the foundation for scalable future growth and broader regional interoperability.

6. System Standards and Reliability

All new repeater sites are built to Motorola R56 guidelines, with emergency backup power (e.g., generator, battery, solar, etc.) to ensure continuity during power outages. The system supports Dynamic Dual Mode (DDM), enabling both FDMA and TDMA operation across channels. Equipment installed at each site includes tower-mounted amplifiers, microwave gear, and simulcast synchronization hardware.

7. Conclusion

The Solano County P25 Expansion Project enhances public safety communications by providing secure, reliable, and interoperable radio coverage to Vallejo and Benicia. It represents a critical milestone toward a fully integrated, countywide system — scalable for future needs and responsive to the evolving demands of modern emergency response.