

**City and County of San Francisco
Public Safety Communications
Trunked Radio System Usage Agreement**

UCSF Police Department

The City and County of San Francisco (“City” or “Grantor”), by and through the San Francisco Department of Technology (“DT”), and The Regents of the University of California, on behalf of its San Francisco Campus Police Department (“Grantee” or “UC” or “UCSF Police Department”) enter this Radio System Usage Agreement (“Agreement”), by which the City provides to the Grantee permission to operate the Grantee’s hand-held radios on the City’s trunked radio system(s), for the purposes and on the terms and conditions specified in this Agreement.

1. Term of the Agreement: This Agreement shall become effective on the date it is fully executed by all parties and shall remain in effect until June 30, 2035 unless sooner terminated under Section 27 of this Agreement.

2. Usage Level Definition: Primary users of the system are defined as non-CCSF agencies who require their own talkgroups and who use the City’s radio system as their main means of radio communications. Secondary users of the system are defined as agencies using the system for Public Safety interoperability purposes only.

3. Purpose: This Agreement is for the purpose of radio system usage and maintenance, as well as radio interoperability required for Grantee’s authorized personnel to communicate with members of the City, with whom Grantee and its personnel work on a regular and recurring basis.

4. Authorized Personnel: Only Grantee’s personnel are authorized to use the programmed radios and transmit on the City’s talkgroups and channels under this Agreement. Grantee shall not allow any unauthorized personnel to use those radios, talkgroups or channels.

5. Authorized Use: Grantee’s authorized personnel may use the City’s Public Safety talkgroups and channels only under any of the following circumstances:

- (i) when working with the City’s Public Safety units on or during joint operations;
 - (ii) during Priority 1 circumstances as defined in the CLEMARS system priority guidelines – disaster and extreme emergency operations for mutual aid and interagency communications,
 - (iii) during Priority 2 circumstances as defined in the CLEMARS system priority guidelines - emergency or urgent operations involving imminent safety of life or protection of property.
- With the prior approval of the San Francisco Police Department (“SFPD”) and Department of Emergency Management (“DEM”), Grantee may also use the City’s talkgroups and channels for training purposes on joint trainings with SFPD and DEM.

(iv) when operating on own Primary users talkgroups.

6. Talkgroups and Channels: This Agreement authorizes Grantee and its authorized personnel to access and transmit only on the channels/talkgroups as provided by CCSF. CCSF has sole discretion of number of talkgroups and priority of talkgroups allowed on system for primary users.

7. Radio Capabilities: Grantee must obtain its own radios capable of operation on the City's P25 system in order to access talkgroups on Grantor's system.

8. Radio Installation and Maintenance: Radio installation and maintenance will be done on a Time and Materials basis, by the Department of Technology Public Safety Division. For installation services, maintenance and technical support, contact the City's Dept. of Technology / System Watch at (415) 558-3884.

9. Inventory: Grantee is responsible for inventory management of existing radios on system. No radio can be added to system without updating this Agreement.

10. Console Subsystems: Grantor will monitor and maintain MCC 7500 console systems on the new CERS 2.0 radio system with 24/7 technical support, and yearly preventative maintenance. Costs for services per console are provided in Appendix B.

For installation services, maintenance and technical support, contact the City's Dept. of Technology / System Watch at (415) 558-3884.

(i) CCSF DT console infrastructure cost is charged at a rate of six times (6x) the radio subscriber cost.

(ii) Legacy Consoles and Consolettes will be maintained on a time and materials basis until install and cutover to the new CERS 2.0 system.

11. Radio System Maintenance and Upgrades: Grantor may perform periodic system upgrades and/or decommission parts of the radio systems. Grantor will make best effort to ensure the system is backward compatible with Grantee's radios, however Grantor cannot guarantee that the Grantee's radios will be supported through the life of the Agreement. Grantor will notify Grantee of system changes that may impact radio operations 30 days prior to the system modifications.

12. Radio Programming: The City will work with Grantees defined as primary users to program radios. Grantee shall be responsible for all maintenance and repair costs on its radios used under this Agreement. The City will provide Grantees defined as secondary users an Advanced System Key (ASK) for programming of talkgroups.

13. Radio Identification, Call-Signs and Aliasing: Grantee shall provide a list of radios used under this agreement to:

Simon Williams
Public Safety Radio System Manager
Department of Technology, City and County of San Francisco
200 Paul Ave, Building B, San Francisco, CA, 94124
Email: Simon.Williams@sfgov.org

14. Lost or Stolen Radio: In the event a radio programmed for access to the City's channels is lost or stolen, Grantee shall immediately, and in any event within 24 hours, contact the City's Dept. of Technology / System Watch at (415) 558-3884 and advise them of the P25 ID assigned to the lost or stolen radio for deactivation from the systems. If the radio is subsequently found, Grantee shall notify the same City units and the radio may be enabled again for operation on the City systems.

15. Patching: Grantee shall not permit its personnel to use frequency bridging equipment, a dispatch console or any other mechanism to "patch" or link any talk groups to any other system, channel, sub-system or communications bridging equipment.

16. Communication over Radio: Grantee agrees that its personnel will use plain speech when communicating on all talkgroups. In the event of inappropriate language or behavior, or misuse of the radio system by any of Grantee's personnel, Grantor may revoke and disallow that individual from using City's system and channels, or may terminate this Agreement and disallow all of Grantee's radios from use within its system. If this should occur, Grantor shall notify Grantee in writing of this revocation prior to deactivation.

17. Disabling Radios: Grantor may disable a Grantee radio temporarily or permanently at Grantor's sole discretion. Examples of when Grantor may determine to disable a radio include, but are not limited to;

- (i) if the radio is malfunctioning,
- (ii) if Grantee's authorized personnel assigned to that radio is using the radio in violation of this Agreement,
- (iii) if the radio is in any way interfering with the Grantor's communications, or
- (iv) if Primary users of the system fail to make payment to CCSF. (30-day notice is required for disabling radios for this purpose)

18. CLETS Transactions Prohibited: Grantee will not run or request to run any CLETS transactions through Grantor. Should Grantee require a CLETS transaction, it will switch to its primary channel to request the transaction through its agency ORI.

19. Notices: Unless otherwise specifically provided herein, all notices and other communications shall be in writing, addressed to the person email set forth in Appendix A.

20. Contact Information. Each party shall provide the other party with a list of appropriate contact personnel for notices and notifications under this Agreement. Each party is responsible for updating the list to ensure it is current.

UCSF Police Department may telephone DT Wireless Communications at the following numbers:

24/7 System Watch (415) 558-3884
Radio Field Service Supervisor (628) 652-5427
Radio Shop Supervisor (628) 652-5449
Radio System Manager (628) 652-5425
DT Admin Fax (415) 581-3970

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

Department of Technology
1 South Van Ness, 2nd Floor
San Francisco, CA 94103
CityEA@sfgov.org

21. Billing and Payment: DT will bill The Regents of the University of California on an annual basis. Payment must be made by The Regents of the University of California business check within 30 days of billing receipt and mailed to:

DT Accounting
One South Van Ness, 2nd Floor
San Francisco, CA 94103

22. Indemnification: Grantee will shall defend, indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims arising out of or resulting from Grantee's use of City's radio channels and systems under this Agreement, but only in proportion and to the extent that such loss, cost, damage, injury, liability and claim is cause by the negligent or intentional acts or omissions of UC, its officers, agents or employees and except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except in proportion to and to the extent such loss, damage, injury, liability or claim is caused by or from the negligent or intentional acts or omissions, or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Grantee or its personnel or agents. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's reasonable costs of investigating any claims against the City.

City shall indemnify and hold harmless Grantee and its officers, agents, and employees from, and if requested, shall defend them against any and all loss, cost,

damage, injury, liability, and claims arising out of or resulting from this Agreement, but only in proportion to the extent that such loss, cost, damage, injury, liability, and claim is caused by or results from the negligent or intentional acts or omissions of City, its officers, agents, and employees and except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except in proportion and to the extent that such loss, damage, injury, liability or claim is caused by or results from the negligent or intentional acts or omissions, or willful misconduct of Grantee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, and experts and related costs and Grantee's reasonable costs of investigating any claims against the Grantee.

23. Insurance: Each Party shall maintain insurance and/or a comparable program of self-insurance sufficient to cover its obligations under this Agreement.

24. No Assignment or Subcontracting: Grantee may not subcontract or assign any rights, duties or obligations under this Agreement. Any agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

25. Independent Agencies: None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither party or its employees is an employee of the other party; nor is either party or its employees entitled to any of the benefits and protections afforded to employees of the other party. The parties to this Agreement shall have no authority, express or implied, to act on behalf of any signatory in any capacity whatsoever as an agent. The parties shall have no authority, express or implied, pursuant to this Agreement to bind each other to any obligation whatsoever. The parties agree that the provisions of this Agreement are not intended to directly benefit any third party, and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties to this Agreement.

26. Proprietary or Confidential Information of City and Third Parties: Grantee understands and agrees that in accessing and using the City's talkgroups and/or channels under this Agreement, Grantee may have access to private or confidential information that may be owned or controlled by City or to which City has authorized access, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City or to third parties. Grantee agrees that all information disclosed by City to Grantee or to which Grantee has access by virtue of this Agreement shall be held in confidence and used only in performance of the Agreement.

27. Modification of Agreement: This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

28. Termination: Either party may terminate this Agreement for any reason at any time upon 30 days written notice to the other party.

29. Entire Agreement: This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 26, "Modification of Agreement."

30. Severability: Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable

31. Agreement Made in California; Venue: The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

32. Additional Appendices. The following Appendices are hereby attached and incorporated into this Agreement as though fully set forth herein and together form the complete Agreement between the Parties:

Appendix A: Agency Information

Appendix B: Pricing Information for Primary Users

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Contractor and City have executed this Agreement as of the date first referenced above.

<p>CITY</p> <p>Recommended by:</p> <p>DocuSigned by: <i>Michael Makstman</i> D7D74C663AD34FB...</p> <p>Michael Makstman City Chief Information Officer Department of Technology November 4, 2024 5:09 PM PST</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>Signed by: <i>Margarita Gutierrez</i> 3AA5640935284BE...</p> <p>By: Margarita Gutierrez Deputy City Attorney November 4, 2024 8:55 AM PST</p>	<p>UCSF Police Department Grantee Usage Level (Primary/Secondary): Primary</p> <p>DocuSigned by: <i>Mike Denson</i> E70644DCAF934E3...</p> <p>Chief Mike Denson Chief of UCSF Police Department Grantee Phone Number:415-476-5455</p> <p>Grantee Email: Mike.Denson@ucsf.edu November 4, 2024 7:03 AM PST</p> <p>The Regents of the University of California UCSF Purchasing Dept Representative Tina.Stugart@ucsf.edu</p> <p>DocuSigned by: <i>Tina Stugart</i> 5C9898D033CD4E8...</p> <p>Tina Stugart Procurement Analyst November 4, 2024 8:19 AM PST</p>
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Exhibit A – Agency Information

Grantee Agency: **UCSF Police Department**

Grantee Usage Level (Primary/Secondary): **Primary**

Grantee Representative: **Chief Mike Denson**

Rank/Position: **Chief of UCSF Police Department**

Grantee Phone Number: **415-476-5455**

Grantee Email: Mike.Denson@sfsu.edu

UCSF Purchasing Dept Representative: **Tina Stugart**

Grantor Agency: **City and County of San Francisco, Department of Technology**

Grantor Representative: **Michael Makstman**

Rank/Position: **City CIO/Executive Director**

Phone Number: **415-530-7451**

Grantor Email: Michael.makstman@sfgov.org

EXHIBIT B – Pricing Information for Primary Users

	FY2024-2025	FY2025-2026	FY2026-2027	FY2027-2028	FY2028-2029	FY2029-2030	FY2030-2031	FY2031-2032	FY2032-2033	FY2033-2034	FY2034-2035	Total
DT Maintenance Costs*												
Operational costs for DT to maintain radio system infrastructure***	\$ 156,077.14	\$ 160,759.45	\$ 165,582.24	\$ 170,549.70	\$ 175,666.20	\$ 180,936.18	\$ 186,364.27	\$ 191,955.20	\$ 197,713.85	\$ 203,645.27	\$ 209,754.62	\$ 1,999,004.12
DT Subscriber Programming Costs**	T&M	T&M	T&M	T&M	T&M	T&M	T&M	T&M	T&M	T&M	T&M	T&M
UCSF Console Maintenance (4)***												
Tech Support, Dispatch, Inf Repair w/Adv Repl, Network Monitoring, Network Prev Maint, On-site Response (Standard)	\$ 16,744.71	\$ 16,995.88	\$ 17,250.82	\$ 17,509.58	\$ 17,772.22	\$ 18,038.81	\$ 18,309.39	\$ 18,584.03	\$ 18,862.79	\$ 19,145.73	\$ 19,432.92	\$ 198,646.89
UCSF Console SUA2(2)***												
Up to one upgrade in 2 year period (SUA2) for UCSF Consoles	\$ 16,734.88	\$ 17,153.25	\$ 17,582.08	\$ 18,021.64	\$ 18,472.18	\$ 18,933.98	\$ 19,407.33	\$ 19,892.51	\$ 20,289.83	\$ 20,899.57	\$ 21,422.06	\$ 208,809.31
TOTAL	\$ 189,556.73	\$ 194,908.59	\$ 200,415.14	\$ 206,080.93	\$ 211,910.60	\$ 217,908.97	\$ 224,080.99	\$ 230,431.74	\$ 236,866.47	\$ 243,690.57	\$ 250,609.60	\$ 2,406,460.32

*Note: Beginning in FY21-22, UCSF PD operated 117 Subscriber radios @ a rate of \$904/radio with a 3% annual escalator (consoles are charged at 6x the subscriber fee). Beginning in FY24-25 on forward, UCSF PD reduced its radios to 158 @ a rate of \$987.82/radio, with a 3% escalator.

**Note: Time and Materials (T&M) will be billed at the standard hourly rate of radio technician which is \$140/hr in FY25

***Motorola charges sourced from Motorola Pricing Summary