

**TECHNICAL SERVICES AGREEMENT BETWEEN THE  
MARIN EMERGENCY RADIO AUTHORITY (MERA) AND THE COUNTY OF  
MARIN**

**Finance Committee: 3-1-12 Agenda Item C**

**THIS AGREEMENT** entered into by and between the County OF MARIN, a political subdivision of the State of California, hereinafter referred to as “County” and the MARIN EMERGENCY RADIO AUTHORITY (MERA), hereinafter referred to as “MERA”, and collectively referred to herein as “Parties”, effective \_\_\_\_\_; and

**WHEREAS**, MERA is a 25 member Joint Powers Agency consisting of the City of Belvedere, Bolinas Fire Protection District, Town of Corte Madera, Town of Fairfax, Inverness Public Utility District, Kentfield Fire Protection District, City of Larkspur, County of Marin, Marin Community College District, Marinwood Community Services District, City of Mill Valley, Novato Fire Protection District, City of Novato, Town of Ross, Ross Valley Fire Department, Town of San Anselmo, City of San Rafael, City of Sausalito, Southern Marin Fire District, Town of Tiburon, Tiburon Fire Protection District, Twin Cities Police, Marin County Transit District, Marin Municipal Water District, Stinson Beach Fire District, organized under California law for the purpose of constructing and operating a Countywide emergency radio system (the “system”); and

**WHEREAS**, the County Department of Public Works has the capacity to provide training, technical services/oversight of technical consultants, and system analysis/operations services of which all are essential to the success of the MERA program; and

**WHEREAS**, MERA desires to obtain the services of the County to provide this training, technical services/oversight of technical consultants, and system analysis/operations.

**NOW, THEREFORE, IT IS AGREED** by and between County and MERA;

**1. RECITAL**

That the above recital of facts is true and correct and is hereby incorporated into this agreement.

**2. TO BE PROVIDED BY COUNTY**

County shall provide MERA with the training, technical services/oversight of technical consultants, and system analysis/operations services described in Exhibit “A”, incorporated herein by reference.

**3. TO BE PROVIDED BY MERA**

A. MERA shall provide County with any pertinent data and records in the possession of MERA related to the performance of the County’s duties under this Agreement.

B. All required MERA staff for training as outlined in Exhibit “A”. It is understood that MERA is unable to require any member agency staff to attend the training sessions, but MERA will facilitate such participation to the extent reasonably feasible.

**4. AMENDMENT:**

This contract may only be amended or modified by written agreement by the parties.

**5. INDEMNIFICATION:**

Each party agrees to indemnify, defend, and hold the other party harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of either party's willful misconduct or negligent performance of this Agreement.

**6. COMPLIANCE WITH APPLICABLE LAWS:**

Each party shall comply with any and all federal and state laws.

**7. FEES:**

The fees for furnishing services under this Agreement are set in Exhibit "B", and incorporated herein by reference, and shall not exceed the amount therein specified in any one year, unless a higher amount is agreed to by both parties in writing. The amount of the fees may be amended by a written agreement between the parties.

**8. PAYMENT:**

The County will invoice MERA for fees associated with system analysis/operations flat rate and fixed amount Costs as set forth in Exhibit "B" on a biannual basis (in November of each year for services delivered in the July-December period, and in May for the services delivered in the January-June period). The County will invoice MERA for fees associated with training and technical services/oversight of technical consultants on a monthly basis. The payment of fees under this Agreement shall be due within thirty (30) calendar days of receipt of County's statement to MERA.

**9. TERM OF AGREEMENT:**

The term of this Agreement shall be for a period of three (3) years commencing on the date written above and expiring on June 30, 2015. Upon mutual written agreement between the parties, the Agreement may be renewed for successive one year periods. Either party can terminate this agreement at any time by providing ninety (90) days written notice to the other party. County shall be compensated for all services performed during the term of the Agreement, including the notice period.

**10. RELATIONSHIP WITH EXECUTIVE OFFICER:**

This Agreement is between the County and MERA, acting through its Board of Directors. Staff of the County and the MERA Executive Officer will work together to assure the success of the system. It is understood the County is responsible for the quality and cost of services under this Agreement, and that the Executive Officer is not authorized to direct those services. The Executive Officer will provide oversight and deliver reports on the nature, quality and costs of the services provided by the County as he/she deems appropriate to the MERA Board of Directors. The County staff will cooperate with the Executive Officer in the preparation of those reports, including but not limited to providing any information reasonably requested by the Executive Officer.

**11. JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**12. CONDITIONS**

The term, covenants and conditions of this Agreement shall apply to and bind the successors or assigns of the parties hereto.

**13. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

MERA: Executive Officer

Marin Emergency Radio Authority  
c/o Novato Fire Protection District  
95 Rowland Way  
Novato, CA 94945

County: Public Works Director  
Marin County Public Works Department  
3501 Civic Center Drive, Room 304  
San Rafael, CA 94903-5223

IN WITNESS whereof, the parties hereto have executed this Agreement the day and year first written above.

Attest:

**County of Marin**

\_\_\_\_\_  
Clerk  
Approved as to Form

By \_\_\_\_\_  
President, Board of Supervisors DATE

\_\_\_\_\_  
County Counsel

Attest

**Marin Emergency Radio Authority**

\_\_\_\_\_  
Clerk  
Approved as to Form

By \_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
General Counsel

**EXHIBIT "A"**  
**SERVICES TO BE PROVIDED BY COUNTY**

The County will provide the services described below to MERA

**1. TRAINING:**

The Director of Public Works or his designee shall provide upon request the training required for operation of MERA radios as outlined below. Every member agency shall make their staff available for this training. Training will be provided on a request basis at time and material as outlined below and not to exceed compensation limitations set forth in Exhibit "B". They are to be billed in the manner described in Section 8 of this agreement. Prior to undertaking any task, the attached form (MERA Request Form) will be completed by MERA and the Operations Officer, or his designee.

- Fire/EMS: 17 department and 530 field users
- Law Enforcement: 100 dispatchers and 700 field users
- Public Service: 920 field users

<b>Positions</b>	<b># to Train</b>	<b>Length of Class</b>	<b>Class Size</b>
Supervisors/Managers	600	6 Hours	30
Dispatchers	20	4 Hours	10
Field Personnel	840	4 Hours	30

Total 1,460

**2. Technical Services/Oversight of Technical Consultants:**

Retain expert contractors and consultants as necessary subject to the compensation limitations set forth in Exhibit "B". Prior to undertaking any task, the attached form (MERA Request Form) will be completed by MERA and the Operations Officer, or his designee.

Technical Services/Oversight of Technical Consultants will be provided on a request basis at time and material not to exceed compensation limitations set forth in Exhibit "B". They are to be billed in the manner described in Section 8.

**3. SYSTEM ANALYSIS/OPERATIONS:**

A. Operations: Perform administrative programmatic activities as necessary including but not limited to the following: administer all functions relating to the monthly MERA OPS meeting, prepare all reports requested for all MERA committees and board meetings, coordinate and vet all correspondence from MERA agency users, perform invoicing and budget analysis, attend local, regional, state and national frequency and technology meetings on behalf of MERA, Frequency and Microwave Coordination activities.

It is estimated that County staff will spend an average of 917.8 hours per year on this task. These administrative programmatic activities will be provided at a flat rate fixed cost and not to exceed compensation limitations set forth in Exhibit "B". They are to be billed in the manner described in Section 8 of this agreement.

B. System Analysis: Evaluate and investigate technical issues regarding the entire system operation and provide ongoing recommendations to MERA as necessary to improve the efficiency, reliability, and administration of the system.

Prior to undertaking any task the attached form (MERA Request Form) will be completed by MERA and the Operations Officer, or his designee. Progress payments for the tasks will be made on a time and material basis and not to exceed the specified individual task amount and/or the total authorized amount on the MERA Request Form without written authority by MERA. Payment for the task outlined on the form will be due upon completion of task requested.

System Analysis/Operations services will be provided on a request basis at “time and material”. They are to be billed in the manner described in Section 8 of this agreement.

**EXHIBIT "B"**  
**COMPENSATION OR FEES TO BE PAID TO COUNTY**

Total fees for services delivered under this Agreement are divided into “Not to exceed” amounts and a fixed amount, broken down as follows:

Services to be Provide	FY2012-13	FY2013-14	FY2014-15
A. Training (Not to Exceed)	\$30,000	\$30,000	\$30,000
B. Technical Services (Not to Exceed)	\$100,000	\$100,000	\$100,000
C. Administrative (Flat/Fixed Amount)	\$150,042	\$150,042*	\$150,042*
D. System Analysis (Not to Exceed)	\$50,000	\$50,000	\$50,000

A. Training services are as outlined in Exhibit “A”. They are to be billed in the manner described in Section 8 of this Agreement with the total cost not to exceed the amounts above without MERA’s prior written approval. Training classes consist of 2 trainers and 1 staff. The estimated cost is \$100.00/hour/person.

B. Technical Services/Oversight of Technical Consultants amount is to cover the cost of consultants hired to advise on specialized technical matters or to conduct studies for which County staff is not available. They are to be billed in the manner described in Section 8 of this Agreement with the total cost not to exceed the amounts above without MERA’s prior written approval. A written report must be provided to MERA explaining the cost and purpose of each proposed study.

Should any consultants be required after \$100,000 has been spent in any fiscal year, the County will request that MERA make supplemental appropriations, with MERA having the sole discretion to decide whether to purchase such additional service or not as the Board of Directors deems appropriate. The County will not be obliged to deliver the Technical Services for which approval was requested if MERA withholds its approval.

C. Administrative –During the prior contract period the MERA Board had directed that fixed administrative programmatic activities be limited to 60% of the allowable hours under that agreement. The findings below are based on this directive and an audit of time spent on administrative activities:

Operations Officer (Public Works Director or designee)	(Est. 6 hrs/wk)	\$62,737*
Communication Maintenance	(Est. 10 hrs/wk)	\$79,487*
Senior Accounting Assistant	(Est. 1.65hrs/wk)	\$ 7,818*

These amounts are a flat rate and fixed pricing and will be billed in the manner described in Section 8 of this Agreement.

\*Administrative Costs shall be adjusted for these fiscal years, changing to match the All Urban Consumers Index for the San Francisco Bay Area for the immediately prior April-April time frame.

D. System Analysis - Evaluate and investigate technical issues regarding the entire system operation and provide ongoing recommendations to MERA as necessary to improve the efficiency, reliability, and administration of the system. All tasking will be requested in writing before any action is taken. Prior to undertaking any task the attached form (MERA Request Form) will be completed by MERA and the Operations Officer, or his designee. Progress payments for the tasks will be made on a time and material basis and not to exceed the specified individual task amount and/or the total authorized amount on the MERA Request Form without

written authority by MERA. Payment for the task outlined on the form will be due upon completion of task requested.

System Analysis services will be provided on a request basis at “time and material”. They are to be billed in the manner described in Section 8 of this agreement at the following hourly rates:

Operations Officer	\$201.08*
Communications Maintenance	\$152.86*
Senior Accounting Assistant	\$ 91.12 *

\*Administrative Costs shall be adjusted for these fiscal years, changing to match the All Urban Consumers Index for the San Francisco Bay Area for the immediately prior April-April time frame.

To capture existing projects and in anticipation of large multi-year projects and the vetting of these projects a list of identified existing and potential projects (but not limited to) is provided below:

Feasibility Studies	Existing
Tomaes Site Permits/Project	Existing
Martha Tiburon Site Project	Existing
Next Gen MERA	Anticipated

