

**AGREEMENT BY AND BETWEEN THE MARIN EMERGENCY RADIO AUTHORITY  
AND THE COUNTY OF MARIN REGARDING MEASURE A**

This Agreement dated as of \_\_\_\_\_, 2015, is made by and between the MARIN EMERGENCY RADIO AUTHORITY (“MERA”) and the COUNTY OF MARIN (the “County”) with reference to the following facts. Each of MERA and the County are sometimes referred to in this Memorandum individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

A. The Marin Emergency Radio Authority (“MERA”) is a joint exercise of powers agency comprised 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 Protection District, Town of Tiburon, Tiburon Fire Protection District, Central Marin Police Authority, Marin Transit, Marin Municipal Water District, and Stinson Beach Fire Protection District, existing as an entity separate from its member agencies and organized under California Government Code Sections 6500, et seq., for the purpose of constructing and operating a countywide public safety and emergency radio system in the County.

B. The existing countywide public safety and emergency radio system owned and operated by MERA (the “Existing System”) is aging and approaching obsolescence and MERA has determined that a new replacement system (the “Next Gen System”) is needed to ensure reliable public safety and emergency radio communications in the County.

C. Because MERA does not have the authority to levy a special parcel tax, the County will levy a special parcel tax (the “Special Tax”) to produce tax revenues to finance the Next Gen System, as authorized by Measure A approved by the voters of the County of Marin at the November 4, 2014 election, as outlined in an Amended and Updated Memorandum of Understanding approved by County and MERA .

D. The proceeds of the Special Tax will be placed in a special fund of the County to be provided to MERA and used solely for the Next Gen System.

E. The Parties anticipate funding all or a portion of the Next Gen System by issuing indebtedness in fiscal year 2016-17, at which time the parties expect to enter into a separate and senior agreement to establish a first lien on the Special Tax revenues for the payment of debt service.

F. The parties desire to enter into this Agreement to provide funding for the costs of implementing Measure A, which are not funded through the proposed indebtedness.

G. The parties desire to subordinate this Agreement to any future agreement that pledges Special Tax revenues to pay debt service for indebtedness issued to fund the Next Gen System.

**NOW THEREFORE, the Parties hereto agree as follows:**

**I. Definitions.**

A. "Measure A" means the Ordinance of the County of Marin to Authorize the Levy of a Special Parcel Tax to Finance Public Safety Services, approved by the voters of the County of Marin at the November 4, 2014 election, acknowledged by Board of Supervisors Resolution No. 2014-113.

B. "Next Gen System" means the public safety and emergency radio system to replace elements of the existing system that are approaching obsolescence and to provide reliable countywide emergency communications using up to date equipment and technology.

C. "Special Tax" means the special parcel tax imposed pursuant to Measure A.

D. "Special Tax Revenues" means the revenues generated by the Special Tax.

**II. Term.**

This Agreement shall be effective as of its dated date above and shall continue until the later of June 30, 2036 or such time as collection and enforcement procedures have been completed for the collection and enforcement of liens or obligations for the Special Tax.

**III. Special Tax Revenues.**

A. The County shall distribute to MERA all Special Tax Revenues at the same time and in the same manner as the County distributes property taxes to taxing entities; provided, however, that the County may retain a portion of the Special Tax Revenues in an amount equal to the County's reasonable actual costs for collecting the Special Tax.

B. The County's obligation under Paragraph A of this Section to pay to MERA all Special Tax Revenues shall be subordinate to any future pledge of Special Tax Revenues to pay debt service for indebtedness issued to fund the Next Gen System.

**IV. Special Fund.**

MERA shall place the Special Tax Revenues in a special fund to be used solely for the purposes authorized by Measure A. Such purposes include, but are not limited to: (i) paying the costs related to planning, designing, constructing, acquiring, environmental evaluations for, and financing the Next Gen System, (ii) paying the costs related to establishing, determining the

amount of, and collecting the Special Tax and (iii) any costs related to implementation of Measure A, as specified in Section V, below.

**V. Implementation of Measure A.**

MERA shall be responsible for the following: (i) preparing all necessary and required reports and audits in connection with Measure A (e.g. the annual report pursuant to Section 7 of Measure A and the independent compliance audit pursuant to Section 8 of Measure A); (ii) submitting to the County all data required to levy and collect the Special Tax; and (iii) providing public communication services related to the Special Tax and responding to taxpayer inquiries.

**VI. Indemnity.**

MERA shall indemnify, defend, and hold the County harmless from any and all liabilities including, but not limited to, reasonable litigation costs and reasonable 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 MERA's willful misconduct or negligent performance of this Agreement.

**VII. Amendment.**

This Agreement may only be amended or modified by written agreement of the Parties.

**VIII. Severability.**

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall remain in their full force and effect.

**IX. Future Cooperation.**

The Parties agree to take all appropriate steps and to execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused the Memorandum to be executed and attested by their duly authorized proper officers as follows:

COUNTY OF MARIN

By:

\_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk

Approved as to Form

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

\_\_\_\_\_  
Date

MARIN EMERGENCY RADIO  
AUTHORITY

By:

\_\_\_\_\_  
President, Governing Board

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date