TECHNICAL SERVICES AGREEMENT BETWEEN THE MARIN EMERGENCY RADIO AUTHORITY AND THE COUNTY OF MARIN

THIS AGREEMENT entered into as of _____, 2015 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, 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, Central Marin Police Authority, Marin Transit, Marin Municipal Water District, Stinson Beach Fire Protection 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, and operations administration 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 these training, technical services, and operations administration services.

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, and operations administration 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 is 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 Agreement 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 operations administration services 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 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 one (1) year commencing on the date written above and expiring on June 30, 2016. 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 Governing Board. 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 Governing Board. 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 as of the day and year first written above.

Attest: **County of Marin**

_____ By_____
Clerk President, Board of Supervisors
Approved as to Form

_____
County Counsel

Attest **Marin Emergency Radio Authority**

_____ By_____
Clerk President, Governing Board
Approved as to Form

_____
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. Designees can include trainers from MERA member agencies that are included on the MERA Trained Trainers list. 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.

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

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

Total 1,460

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 staff for each class consist of 2 trainers and 1 staff with an estimated cost of $144.00/hour/person. Designees from MERA member agencies will be compensated by County and billed to MERA.

2. TECHNICAL SERVICES:
Retain expert contractors and consultants as necessary. Technical Services will be provided on a request basis.

3. OPERATIONS ADMINISTRATION:
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, programmatic activities as it relates to all technical/equipment issues for operation and administration of the System.

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	FY2015-16
A. Training (Not to Exceed)	$32,000
B. Technical Services (Not to Exceed)	$100,000
C. Administrative (Fixed Amount)	$165,507

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 staff for each class consists of 2 trainers and 1 staff with an estimated cost of $144.00/hour/person.

B. Technical Services, as outlined in Exhibit "A", 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 Governing Board or its designee deems appropriate. The County will not be obliged to deliver the Technical Services for which approval was requested if MERA withholds its approval.

C. Operations Administration – are as outlined in Exhibit "A", are to be billed in the manner described in Section 8 of this Agreement as a fixed amount. Operations Administration costs shall be adjusted annually to reflect the increase during the preceding year in the "Consumer Price Index for all Urban Consumers in the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area", as published in the October of each year by the U.S. Department of Labor Statistics. The adjustment shall be rounded to the nearest five cent increment. The proposed CPI increase will be forwarded to MERA during the month of February each year.