

MARIN EMERGENCY RADIO AUTHORITY

c/o Novato Fire Protection District

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DRAFT: 9/24/15

GOVERNING BOARD

Minutes of August 26, 2015 Regular Meeting

Call to Order and Introductions:

The meeting was called to order by President Pearce on August 26, 2015 at 3:38 p.m. at the Novato Fire Protection District's Administration Office, Heritage Conference Room, 95 Rowland Way, Novato, CA 94945. Self-introductions followed.

Governing Board Members & Alternates Present:

Town of Corte Madera	Roger Sprehn
Town of Fairfax	David Cron (Alternate)
City of Larkspur	Scott Shurtz
City of Mill Valley	Angel Bernal
City of Novato	Jeanne MacLeamy
Town of Ross	Tom Gaffney
Town of San Anselmo	Kay Coleman
County of Marin	Matthew Hymel
Bolinas Fire Protection District	Anita Tyrrell-Brown
Inverness Public Utility District	Scott McMorro
Kentfield Fire Protection District	Ron Naso (Alternate)
Marin Transit	Amy Van Doren
Marin Municipal Water District	Bill Hogan
Novato Fire Protection District	Lj Silverman
Ross Valley Fire Service	Richard Shortall
Stinson Beach Fire Protection District	Kenny Stevens
Tiburon Fire Protection District	Richard Pearce
Central Marin Police Authority	Theo Mainaris (Alternate)

Governing Board Member Agencies Absent:

City of Belvedere
City of San Rafael
City of Sausalito
Town of Tiburon
Marin Community College District
Marinwood Community Services District

Staff Present:

NERA Executive Officer
NERA General Counsel
NERA Deputy E.O. – Next Gen Project
NERA Admin. Assistant – Next Gen Project
NERA Operations Officer
Communications Services Mgr. (DPW)
Recording Secretary

Maureen Cassingham
Trisha Ortiz
Dave Jeffries
Alex Anderson
Craig Tackabery
Shelly Nelson
Jennifer Schwarz

Guests Present:

Raul Rojas

County Public Works Director

A. Consent Calendar

All matters on the Consent Calendar are to be approved with one motion unless a Member of the Governing Board or the public requests that a separate action be taken on a specific item.

1. Minutes from June 24, 2015 Governing Board Regular Meeting
2. Report No. 30 on Strategic Plan Implementation
3. Next Gen Project Costs Reimbursement Update

Cassingham added to Item 3, Bond and Tax Counsels recent opinion on the temporary use of the freed-up current Reserve proceeds to replenish prior Next Gen Project costs if MERA replenishes those amounts with Measure A parcel taxes beginning on December 15. She reiterated the freed-up Reserve can only be used for Next Gen capital costs.

M/S/P Hymel/Gaffney to approve Consent Calendar Items 1-3 as presented.

AYES: ALL

NAYS: NONE

ABSTENTIONS: NONE

Motion carried.

B. Executive Officer's Report (Cassingham)

1) Next Gen System Project Communications Flow – Including FE Monthly Reports

Jeffries said the purpose of his report was to illustrate the reporting relationship and flow of communications between the parties working with the Project Manager and the MERA Boards and Committees. He cited the importance of the monthly report from the Project Manager in maintaining awareness and providing updates on Project tasks, contracts, Project changes and Budget.

Featured will be progress on the various tasks to date with a prospective look ahead on impending Project activity. It will be clear to the consultant that the primary point of contact for the Project will be Tackabery, and MERA staff will facilitate MERA governance reviews and decisions with Committees and Boards.

The NGPOC will have primary review responsibility, leading to key decision making with Operations Issues Working Group input where needed. Dates have not been included at this point as Federal has not received "Notice to Proceed" from DPW. Milestones, such as when the vendor RFP responses will be due, will trigger the scheduling of meetings. Key dates, once determined, will be plugged into the MERA process to make this all work and give members lots of advance notice.

Pearce noted this may seem daunting but opportunity for member input is critical. He wants to members to have input early before the Project is too far down the line. Jeffries said the possibility of larger concurrent public presentations with several groups, Committees or Boards has been discussed. Another way of streamlining input is what was recently done with the Executive Board in electronically sharing the draft Statement of Work from FE with their comments coming directly back to staff and no communications between members. Hymel added we are trying to achieve a balance between input from everyone with timeliness of the Project. He asked Jeffries to work with the NGPOC on balancing the two. He said combining presentations could be informational with decisions made at other publicly noticed meetings. Gaffney confirmed the role of the Board of Supervisors with this Project. Jeffries said the BOS awards the contracts like the one to be discussed today with Federal Engineering and ultimately the vendor. Hymel said these contracts would likely be on the BOS consent calendar stating MERA Governing Board's prior approval. Pearce added MERA is contracting with the County to implement the Project on its behalf. Jeffries acknowledged MERA's process can also be amended by using subcommittees with certain tasks with recommendations coming back to the larger groups.

2) Proposed Wireless Communications Consultant Contract between Federal Engineering and the County of Marin (Tackabery and Jeffries)

Tackabery summarized the review of the RFP and the RFP process. Proposals were received on April 28. An NGPOC Subcommittee reviewed the proposals, interviewed the consultants, ranked the proposals, and recommended Federal Engineering as the top-ranked consultant. The NGPOC recommended Federal to the Executive Board which in turn authorized DPW to negotiate with the top finalist to develop a contract for Governing Board approval. DPW worked on finalizing the contract with input from Jeffries, Nelson and Chuck.

Tackabery said the contract before the Board is for Phase 1 which will get us through vendor selection with a subsequent contract for Phase 2 consulting services to get us through implementation. The Phase 1 contract is \$305,456. DPW is recommending a \$50,000 contingency for any additional items identified to keep us moving forward. The next step after Governing Board approval is BOS approval, tentatively scheduled for September 15. Naso noted that the name MERA does not stand out in the contract. Tackabery said the first sentence on page 1 states the County is entering into it on behalf of MERA. Tyrell-Brown

asked if the amount of the contract was anticipated and if it was a good bid. Tackabery said DPW did some preliminary estimates but, as the scope was fleshed out, a clearer understanding between DPW and FE of the role MERA wants to play and the role of their experts resulted in what he feels is a good budget in getting us started on the \$40M Project. DPW is recommending the contract as presented.

Pearce expressed concern over the increase from the original proposal received from FE, which was \$219,000. The deliverables in the original are roughly the same as those in the contract. The contract is a 62% increase over the proposal. Tackabery said the deliverable titles were the same but noted the items flushed out by him, Nelson, Chuck and Jeffries added more detail to reporting and more presentations by the consultant. Their original proposal was to give the information to the County and the County would interface with MERA. Feedback they got was MERA wanted interface with the consultant and to be more involved and didn't want the County to filter. Tackabery added there are more levels of review which FE will need to staff, take input and present any changes at successive meetings. FE recommended a coverage and spectrum analysis and DPW concluded it was a good idea. He said in the original proposal, there was no requirement to do schedule and cost updates. Feedback from MERA indicated this should be done. Since the last cost estimates were done years ago, they felt this was important. FE added cost proposals for the potential new sites which were not in their original proposal. Work was added for improvement of coverage at the expansion sites. Finally, work was added for environmental compliance and land use entitlement support which would benefit the Project earlier on along with working together with Federal, both on the additional sites and their configurations and evaluating the different vendor proposals.

Rojas said when Tackabery says we, this is not DPW in a vacuum. Many of the additions are comments received from MERA and MERA Staff. Jeffries has been integral in the process.

Pearce said he is concerned about the increase in costs from \$90,000 to \$219,000 to \$355,000 and what it portends for the Project and the vendor RFP. Rojas said DPW is responding to what MERA asked them to do. If MERA wants a reduction of \$100,000, they can do this. Added meetings mean time and money. However, this was the program that was developed by input from everyone. It can be changed if desired.

Tackabery said the RFP was sent to all MERA members for comments. It was reviewed by the Executive Board. The panel interviewed the consultants and provided feedback. Jeffries, representing MERA, was involved in all the conversations with the consultant and in reviewing all the documents.

Cassingham asked if Jeffries' input resulted in changes to the budget. Tackabery said he was involved in the discussions of scope changes. Jeffries said discussions reduced the number of meetings to eight. As for the inclusion of frequency review, this is not his area of expertise. He did not agree that the ads were things he asked for. Tackabery said he was only stating that Jeffries was working with DPW.

Jeffries said he was involved in most of the conversations with FE. For example, he advanced the need for inclusion of detailed design review by Federal in the vendor RFP to assure clarity

in the RFP. Regarding the number of meetings, having MERA and the County do the presentations could be an option, but hearing from the experts hired was MERA's intention. He cited the biggest challenge ahead is getting input on vendor RFP and comparing the proposals. The balancing act will be how much information will members want and need and related time and costs involved.

Cassingham asked about the \$50,000 additional services allowance which is part of the fee schedule and whether it could be eliminated to reduce contract costs. Tackabery explained the need for these funds citing FE's costs were based on one vendor RFP, noting there may be value to MERA to break out Project costs, like the towers, for another vendor to do them which may require development of another RFP. This would be an example of an additional cost. If FE's services are needed to apply for additional grants, this would also be covered by the allowance. This would permit quick response to these tasks.

Hymel said use of the contingency would be reported to the NGPOC via monthly reports. If MERA wanted to add some scope in the middle of the contract, this would permit that flexibility. Tackabery said the monthly reports will be prospective as well, so the Committee will know what is anticipated. Administration of the FE contract is delegated to the County to allow them to make these decisions and the Committee will be kept informed about those decisions via the reports.

Cassingham asked how FE's monthly reports would differ from the County's monthly reports. Tackabery said they would be one report. Tackabery said MERA would be paying the County for the report and FE would help in preparing it. Pearce said in the proposal, tasks were broken down by hours which is now absent from the contract. We want to be assured MERA does not pay FE and the County for the same task. Tackabery said the hours represented the magnitude of the tasks in the proposal; however, this is a fixed-price contract which DPW believes is in MERA's best interest, especially with an out-of-state consultant. Cassingham asked if FE's hours by task could be inserted back into the contract. She said the contract still allows FE to move the hours around.

Tackabery said they do not have an hours estimate that matches the current scope of work, so the contract would have to be delayed to add it. Cassingham asked if it could be incorporated in the iteration that goes to the BOS. Tackabery said with a fixed price, we will not be tracking tasks by hours. Hymel said fixed price assures if more hours are required, that is on FE, not MERA. Rojas said a time and materials contract would be unusual and only appropriate if you cannot agree on a scope. State law also requires time and materials plus 10%. A task-oriented contract is the best way to go which assures what you are paying for no matter how long it takes to complete the task. Gaffney confirmed with Rojas that we do not pay until the task is completed. Tackabery said the agreement permits partial payments if the County agrees with the request. Rojas said FE would have to submit a breakdown of tasks for the County to approve. Jeffries added any uses of the contingency for additional tasks would be at FE's hourly rate.

Cassingham asked if the task names and estimated completion weeks schedule could be reinserted into the contract. Tackabery said this is not usually included in the County's

standard contract. Timing of tasks depends on MERA which FE cannot control. Cassingham said an estimation of the completion of the various tasks would be helpful to assure timely action on MERA's part. Rojas said the proposal timeline does not include MERA's meeting requests and some other additional tasks. Once FE begins its work, they can come up with a more detailed schedule for the tasks. Hymel said the current timeline could be included as an estimate to be replaced by a more detailed one. Hymel said we also need to be clear that we are not agreeing to these timelines at this point, which could result in delay claims if we do not meet our timelines.

Jeffries noted any schedule needs to be based on FE's Notice to Proceed date. He and Anderson have been using October 1 as the tentative NTP date to begin working on a MERA meeting schedule. Rojas said it is typical to give a contractor 45 days once an agreement is reached, NTP is issued and a signed contract is returned. A more likely start date is November 1. Hymel said attaching the estimated task timeline as information could be included in the motion regarding the contract subject to County Counsel review. We need to assure that this does not work against the fixed price strategy or creates any ambiguity. Jeffries said since FE created the estimated timeline, they should not object to it being added as information. Gaffney added that he supports the added allowance which can accommodate better ideas during the contract without slowing the work. Naso said we might consider time limits on related MERA meetings to conserve costs.

Pearce inquired what would happen if a task came in over the stated fee. Tackabery said the other task scopes might have to be adjusted or the allowance used. Hymel said we would have to sign off on those changes. Tackabery said the contract clarifies who signs off on each task. For example, the draft vendor RFP must be submitted for review by the County, MERA staff and MERA members. Comments will be incorporated into the draft for review by the NGPOC, then Executive Board and Governing Board for approval. With this approval, FE's invoice for the deliverable would be paid. MacLeamy asked about FE's assumption of MERA meeting length. Tackabery said since they are out of the area, we could schedule, for example, two 4-hour meetings in one day. She also asked about their assumptions about the number of meetings. Tackabery said the numbers are included in the contract. Jeffries added we could also have an afternoon meeting followed by a morning meeting, which could be covered by one airfare but add the hotel. Tackabery, in response to MacLeamy, confirmed FE would be amenable should only two versus three meetings be needed for a deliverable, that the third meeting could be used for another task if needed and stay within the fixed price. Jeffries said we are also looking at combining meetings into one presentation or two back-to-back presentations. MacLeamy asked about the number of approvals needed. Jeffries said the Ops Group and Finance Committee input would be valuable to the approval process, but the decision makers are the NGPOC, Executive and Governing Boards and BOS. A subcommittee approach could also be helpful to expediting decision making.

Van Doren said it would be helpful once FE is aboard to use regular MERA meeting dates along with special meetings to move these tasks forward. Jeffries said as soon as FE provides updated detailed task timelines, MERA meetings will be plotted out and communicated to the members in advance to better assure quorums and maximum attendance.

Gaffney confirmed the vendor contract will be for a specific dollar amount in the \$30M range. The contract before us is \$300,000 with a \$50,000 contingency. Rojas said some flexibility is needed in this contract which will get us through vendor selection and could result in vendor cost savings. Hymel agreed that if FE performs well, savings may be realized in the next contract. Gaffney confirmed the vendor will design the system, acquire the equipment and build it. Rojas said there is a question about the towers because design/build applies to buildings and towers may not be considered buildings. This needs to be clarified by County Counsel.

Pearce expressed concerns about the increase contract dollar amount but deferred to the Board's comfort level with it. He wants to be assured we are not paying twice to the County and FE for what might be the same services. Tackabery said the County and FE will not be producing the same deliverable, noting the County bills separately by the hour for its services. Hymel said this is like other County projects where County staff oversees the deliverables provided by contractors. They are both doing different things. MacLeamy likened this to the services of a construction manager.

Tyrell-Brown stated her Board expressed the same concerns regarding the consultant cost increase. The issue is why did it happen and how do we avoid this happening in the future. Hymel said this is a joint effort that MERA cannot staff on its own. The expanded scope is what MERA and DPW thought was worth it. For example, site survey work should assure we are fully addressing coverage. If scope work is added, costs will increase. In response to Tyrell-Brown, this investment should avoid cost creep in the vendor contract.

Jeffries said FE's proposal came in at \$219,000. Earlier, there was a \$90,000 consultant cost estimate provided by DPW, which has been construed by some to be what the total consultant cost should be for Phase I. Tackabery said the \$90,000 was a budget estimate for last fiscal year. At that time, DPW was looking at a much different process. Nelson and Chuck were looking at drafting the vendor RFP themselves. They had not anticipated bringing FE in to do this broad of a scope and thought the work would be done in-house. Of the six proposals received, FE's costs were in the middle of the range and DPW feels comfortable this is fair price. Hymel confirmed the original FE bid was adjusted for the expanded scope.

Hymel asked if Jeffries was comfortable with the expanded scope. Jeffries said some of the additional work was beyond his technical expertise. However, Board comments he received were included to assure MERA reports, presentations and approvals. Thereafter, DPW handled rest of the process. MERA members have consistently expressed desire for information about the Project and to provide input into it. He noted there are associated costs with this.

Pearce summarized that we are all in this together and communications are critical to keeping us together and not missing anything along the way. Jeffries said the monthly reports are key to Committee and Board discussions and clear understanding along the way and that questions need to be addressed as they are posed rather than later in the process when it may be too late. Hymel said Pearce and he would work together to assure MERA and DPW staff are communicating together. Gaffney said this discussion has been, while lengthy, very valuable in coming to a decision on this contract.

M/S/P Gaffney/Van Doren to approve and recommend to the Board of Supervisors the Wireless Communications Consultant contract between Federal Engineering and County of Marin with inclusion of the informational Estimated Task Timeline, subject to review by County Counsel.

AYES: ALL

NAYS: NONE

ABSTENTIONS: NONE

Motion carried.

3) Creation of Next Gen System Project Fund

Cassingham summarized her staff report noting Governing Board policy which requires its approval of any new funds. Passage of the Measure A parcel tax requires creation of a special fund to receive and expand tax proceeds for the Next Gen Project. Checks for replenishment of prior expenditures for the Project from the freed-up current reserve will be deposited in this Fund. These replenishments will be covered by parcel tax proceeds. She cited confirmation of the total FY15-16 levy as \$3,610,565.80, less collection fees which is \$3,545,365.80. First flow of the taxes is December 15, 2015.

M/S/P Tyrell-Brown/MacLeamy to adopt the Resolution Creating the Next Gen System Project Fund.

AYES: ALL

NAYS: NONE

ABSTENTIONS: NONE

Motion carried.

4) Other Information Items

None.

C. Operations Report (Tackabery)

1) Work Statistics/Status Reports (Chuck)

Nelson presented the System Statistics Reports for March, April and May 2015, noting everything is holding steady. Since the frequency expansion, the system is averaging between .03 and .09 busies. Top 5 system users are holding steady, being S.O., San Rafael, Southern Marin and Central P.D. All preventive and corrective maintenance has been handled. Naso asked about how the System will handle the effects of El Niño. Nelson said, thanks to the expansion with the 5 extra frequencies, we have a 20% increase in capacity which will take us to the levels of handling the 2008 storm. If more than 2008, we will experience some busies. Between the fire side and MMWD, we have exercised to handle that.

D. Open Time for Items Not on Agenda

None.

E. Adjournment

The meeting was adjourned at 4:42 p.m.

Respectfully submitted,

Maureen Cassingham
Executive Officer and Secretary

NEXT: MERA Governing Board Regular Meeting – Wednesday, September 23, 2015 – 3:30 p.m.