

Radio Interoperability Memorandum of Understanding (MOU)
between the [REDACTED] and
the MARIN EMERGENCY RADIO AUTHORITY

The Marin Emergency Radio Authority (“MERA” or “Grantor”) and [REDACTED] ([REDACTED] or “Grantee”) enter this Memorandum of Understanding (“MOU”) dated [REDACTED], by which MERA provides to Grantee permission to operate Grantee’s hand-held and installed mobile radios on MERA’s P25 radio system known as the MERA Next Generation Communications System (the “System”) for the purposes and according to the terms and conditions specified in this MOU.

1. Term of the MOU. This MOU shall become effective on the date it is fully executed by both parties, and it shall remain in effect until December 31, 2030 unless terminated pursuant to Section 24 of this MOU.
2. Purpose. This MOU is to provide for radio interoperability required in the field for Grantee’s authorized personnel to communicate with Members and Participants of MERA with whom its personnel work on a regular and recurring basis within Marin County.
3. Authorized Personnel. Only Grantee’s personnel are authorized to use the programmed radios and transmit on the MERA talkgroups and channels under this MOU, and Grantee shall prevent any unauthorized personnel from using those talkgroups and channels.
4. Authorized Use. Grantee’s authorized personnel may use the MERA talkgroups and channels only (1) when working with MERA Members or Participants on or during joint operations, (2) during Priority 1 circumstances as defined in the CLEMARS system priority guidelines (disaster and extreme emergency operations for mutual aid and interagency communications), and (3) 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 MERA, Grantee may also use the MERA talkgroups and channels for training purposes during joint training events with MERA Members or Participants.
5. Talkgroups and Channels. This MOU authorizes Grantee and its authorized personnel to access and transmit only on the following talkgroups and channels, MERA (Regional Interoperability) Talkgroups: NB-CALL, NB-INT1, NB-INT2, NB-INT3, NB-INT4, NB-INT5. Access to the Conventional Gen One channels will be allowed based on existing agreements and agreed upon programming until such time that the transition to the Next Gen System occurs.
6. Radio Capabilities. Grantee must obtain its own radios capable of operation on a Motorola Phase 2 Digital TDMA P25 system with the most current version upgrade installed in order to access talkgroups on the System. FDMA Radios will not be permitted for use on the MERA Next Gen System.

7. Radio System Maintenance and Upgrades. Grantor may perform periodic system upgrades and/or decommission parts of the System. 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 throughout the life of the MOU.
8. Radio Programming. Grantee shall ensure all programming is done with an authorized System Key, and is coordinated with the County of Marin Radio Shop to ensure accuracy. Grantee shall be responsible for all maintenance and repair costs for its radios used under this MOU.
9. Radio Identification Sheet. Grantee shall provide the Marin County Radio Shop with a completed Radio Identification Sheet that includes information on every radio used under this MOU, so Grantor can properly identify transmissions and radio IDs of Grantee's subscriber units and personnel accessing Grantor's network if needed. The Radio Identification Sheet shall include the following information:
 - a. Agency
 - b. Radio Brand
 - c. Radio Serial #
 - d. Radio ID #
 - e. Radio Alias
 - f. Radio Call Sign
 - g. Radio Assigned To: Name (Last, First, MI)
 - h. 24/7 Person Of Contact for any issues with the Radio

Grantee shall provide an updated Radio Identification Sheet to the Marin County Radio Shop within 15 calendar days of any changes, including retirement of radios, substitution of radios, or changes in authorized personnel currently assigned to a radio.

10. Lost or Stolen Radio. In the event that a radio programmed for access to the System is lost or stolen, Grantee shall immediately, and in any event no later than 24 hours, contact the Marin County Radio Shop and advise them of the Radio ID number assigned to the lost or stolen radio for deactivation of access to the System. If the radio is subsequently found, Grantee shall notify the Marin County Radio Shop and the radio may be enabled again for operation on the System if the original radio has not been subsequently substituted on the System by a different radio.
11. Radio Identification. Grantee must ensure its personnel identify themselves on the radio channel using the call sign provided in the Radio Identification Sheet.
12. Patching Prohibited. Grantee shall not permit its personnel to use frequency bridging equipment, a dispatch console, or any other mechanism to "patch" or link any MERA talk groups to any other system, channel, sub-system or communications bridging equipment.

13. Communication Over Radio. Grantee agrees that its personnel will use plain language when communicating on MERA talk groups. 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 accessing the System, or may terminate this MOU and disallow all of Grantee's radios from use within the System. If this should occur, Grantor shall notify Grantee in writing of this revocation prior to deactivation.
14. Disabling Radios. Grantor may disable a Grantee radio temporarily or permanently in Grantor's sole discretion. Examples of when Grantor may determine to disable a radio include, but are not limited to, (1) the radio is malfunctioning, (2) Grantee's authorized personnel assigned to that radio is using the radio in violation of this MOU, or (3) the radio is in any way interfering with the Grantor's communications.
15. CLETS Transactions Prohibited. Grantee will not run or request to run any CLETS transactions on the System. Should Grantee require a CLETS transaction, it will switch to its primary channel to request the transaction through its agency ORI.
16. Access to MERA Records. If Grantee seeks access to MERA records regarding radio transmissions, it shall submit a written request to the MERA Executive Officer. The request shall specify the CAD or incident number (if known), the date and location of the incident, and the name, phone number and address of a Grantee contact who is authorized to obtain the information. Grantee agrees to treat any unredacted material as confidential, to the extent permitted by law, and to use any records it obtains only for official purposes.
17. Notices. Unless otherwise specifically provided herein, all notices and other communications shall be in writing, addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, or (c) sent via email:

To MERA:

Marin Emergency Radio Authority
PO BOX 159
Corte Madera, CA 94967-0159
Attention: Heather Plamondon, Executive Officer
Email Address: hplamondon@rgs.ca.gov

To [REDACTED]:

Address
Address
Address
Email Address:

From time to time either party may designate a new address or recipient for notice for purposes of this Section 18 by written notice to the other party.

18. Indemnification. Grantee agrees to protect, defend, and hold harmless Grantor and its elected or appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with Grantee's use of the System under this MOU, performance under the MOU by Grantee, Grantee's agents, officers, employees, subcontractors, or independent contractors hired by Grantee. The only exception to Grantee's responsibility to protect, defend, and hold harmless Grantor, is due to the sole negligence of Grantor. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The insurance policy limits do not limit the amount of indemnification that may be provided by Grantee.

This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the Grantee to indemnify the Grantor shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

19. No Guaranty or Warranty of Performance. Grantor does not guarantee or warranty that the MERA System will function completely or properly for Grantee. Grantor assumes no responsibility or indemnity for any radio calls that are lost, dropped or unable to be made using any radios covered by this MOU.
20. No Assignment or Subcontracting. Grantee may not subcontract or assign any rights, duties or obligations under this MOU. Any agreement made in violation of this provision shall confer no rights on any party and shall be null and void.
21. Independent Agencies. None of the provisions of this MOU 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 MOU. Neither party nor 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 MOU 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 MOU to bind each other to any obligation whatsoever. The parties agree that the provisions of this MOU are not intended to directly benefit any third party, and shall not be enforceable by any person or entity not a party to this MOU. This MOU is not intended to confer any legal rights or benefits on any person or entity other than the parties to this MOU.

22. Proprietary or Confidential Information of MERA and Third Parties. Grantee understands and agrees that in accessing and using the System under this MOU, Grantee may have access to private or confidential information that may be owned or controlled by MERA or to which MERA has authorized access, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to MERA or to third parties. Grantee agrees that all information disclosed by MERA to Grantee or to which Grantee has access by virtue of this MOU shall be held in confidence and used only in performance of the MOU.
23. Modification of MOU. This MOU 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 MOU.
24. Termination. Either party may terminate this MOU for any reason at any time upon 10 days written notice to the other party.
25. Entire MOU. This MOU sets forth the entire MOU between the parties, and supersedes all other oral or written provisions. This MOU may be modified only as provided in Section 23, "Modification of MOU."
26. Severability. Should the application of any provision of this MOU 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 MOU 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.
27. MOU Made in California; Venue. The formation, interpretation and performance of this MOU shall be governed by the laws of the State of California. Venue for any litigation relative to the formation, interpretation and performance of this MOU shall be in Marin County, CA.

IN WITNESS WHEREOF, the parties hereby have executed this MOU on the dates specified herein.

**GRANTOR:
MARIN EMERGENCY RADIO AUTHORITY**

By: _____
Heather Tannehill-Plamondon

Title: Executive Officer

Date: _____

Approved as to form:

Trisha Ortiz, General Counsel MERA

**GRANTEE:
XXXXXXXXXXXXXXXXXXXXXX**

By: _____
XXXXXXXXXXXXXX

Title: _____

Date: _____