



DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

Rosemarie R Gaglione ^{RG}
Director

June 6, 2023



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Board of Supervisors
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Renewal of Agreements Between Marin Emergency Radio Authority (MERA) and the County of Marin Regarding Technical Services, Communications Engineering Services, and Communication System Maintenance

Accounting

Dear Board Members:

Administrative Services

RECOMMENDATION: Authorize the President to execute one-year agreements with MERA in the amount of \$274,786 for Technical Services, \$251,611 for Communication Engineering Services, and \$573,153 for Communication System Maintenance.

Airport

Building Maintenance

Capital Projects

Certified Unified Program Agency (CUPA)

Communications Maintenance

Disability Access

Engineering & Survey

Fleet Operations

Flood Control & Water Resources

Land Development

Procurement

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation & Traffic Operations

Waste Management

SUMMARY: Marin Emergency Radio Authority (MERA) is a collection of public agencies formed in 1998 to plan, implement, and manage a County-wide public safety and emergency radio system for the use of all member agencies. MERA provides crucial communications to 25-member agencies for both day-to-day and after a major emergency or natural disaster. MERA radio communication is the backbone of the 911 emergency response system. The purpose of the three renewable agreements is to compensate the County to provide training, technical services, operations administration, engineering services, and communication system maintenance and repair services on behalf of MERA.

The technical services agreement provides a base administrative service fee of \$206,536 to cover County staff costs (with additional amounts not-to-exceed \$57,750 for contracted services and \$10,500 for training) for a total contract amount of \$274,786. The communications engineering services agreement provides a fixed service fee of \$251,611. The communication system maintenance agreement provides a fixed service fee of \$552,153 (with an additional \$21,000 for parts/materials expended as needed) for a total contract amount of \$573,153. The term of each of the three agreements is for one year (ending June 30, 2024). The MERA Governing Board is scheduled to approve all three agreements at their June 28, 2023, meeting.

CA/le

FISCAL IMPACT: There will be no impact to the General Fund net County Costs as a result of your Board's actions. Approval of agreements will reimburse County cost by \$1,099,550 for FY 23/24 County staffing and contract costs required for Technical Services, Communication Engineering and Communication System Maintenance services. As these budget adjustments are for FY 23/24, staff will work with the County Administrator to make the necessary budget adjustments for FY 23/24 as part of the monthly Budget Adjustment process.

REVIEWED BY:	<input checked="" type="checkbox"/>	County Administrator	<input type="checkbox"/>	N/A
	<input checked="" type="checkbox"/>	Department of Finance	<input type="checkbox"/>	N/A
	<input checked="" type="checkbox"/>	County Counsel	<input type="checkbox"/>	N/A
	<input type="checkbox"/>	Human Resources	<input checked="" type="checkbox"/>	N/A

Sincerely,


Todd Williams
Communications Manager

Attachments: Technical Services Agreement
Communication Engineering Services Agreement
Communications System Maintenance Agreement

c: Heather Tannelhill-Plamodon, MERA Executive Officer

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

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 July 1, 2023; 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 the training of system users and the oversight of technical consultants essential to the success of the MERA program; and

WHEREAS, MERA desires to obtain the services of the County to provide this training oversight.

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

Communications System Assistance to provide the scope of services set forth in Exhibit A attached hereto.

3. TO BE PROVIDED BY MERA

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.

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 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 services delivered in the January-June period). 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 year commencing on the date written above and expiring on June 30, 2024. Either party may terminate this Agreement at any time by providing thirty (30) 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 BETWEEN THE PARTIES:**

The relationship between the County and MERA relative to the performance and delivery of the services provided under this Agreement is an independent contractor. It is understood the County is responsible for the quality and costs of these services under this Agreement.

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 Town of Corte Madera
240 Tamal Vista Blvd., Suite 110
Corte Madera, CA 94925

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

M. Hymel
Clerk

By *Stephanie Monahan-Peters* *6/16/23*
President, Board of Supervisors DATE

Approved as to Form

[Signature]
County Counsel

Attest:

Marin Emergency Radio Authority

By _____
President Governing Board DATE

Approved as to Form

General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

The County will provide a 0.1 FTE Communications Manager and 0.9 FTE Senior Communications Technician for the services described below to MERA:

- A. Provide assistance to MERA regarding the Motorola trunked system.
- B. Review and assist MERA to complete required MERA system subscriber programming.
- C. Review and complete required MERA system network programming and data base administration.
- D. Provide technical assistance to MERA members regarding network maintenance, interference and installation issues.
- E. Review research and development regarding developing communications system technologies.
- F. Monitor State and Federal regulations and legislation regarding communications related issues and recommend alternatives to MERA.
- G. Seek and track communications system related grants available to all MERA agencies.
- H. Attend MERA meetings where communication system technical matters will be discussed.
- I. Provide regular statistical reports to the Executive Board and Governing Board.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

- A. In no event will the cost to MERA for the services to be provided herein exceed the maximum sum of \$251,611. The estimated cost for the services is estimated to be \$20,967.63 per month for an annual amount of \$251,611. 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 proposed CPI increase will be forwarded to MERA during the month of February each year.

- B. Fees for Services as listed in the Scope of Work represent a joint estimate by MERA and County as to the likely level of efforts required. Fees shall include all such services provided by County on behalf of MERA as a result of claims, or changes in the work, which would otherwise make County fees exceed the monthly projected amount, but not to exceed the \$251,611 contract maximum.

**EMERGENCY COMMUNICATIONS SYSTEM
MAINTENANCE AGREEMENT BETWEEN THE
MARIN EMERGENCY RADIO AUTHORITY (MERA) AND THE COUNTY OF MARIN**

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, hereinafter referred to as "MERA", and collectively referred to herein as "Parties", effective July 1, 2023; 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, County Department of Public Works has the capacity to provide communication support services including but not limited to the following: programming, maintaining, supervising, repairing and adjusting communication equipment; and

WHEREAS, MERA desires to obtain the communication support services of Marin County Department of Public Works to install, maintain and repair MERA's existing countywide emergency radio system.

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 scope of services described in Exhibit A to support the MERA's communication system. County personnel performing services described in Exhibit A shall be trained in 480 MHz, trunked and simulcast industry practices and be familiar with Motorola installation standards R-56 and applicable OSHA and FCC safety standards.

3. TO BE PROVIDED BY MERA:

- A. If the MERA makes changes, additions, upgrades, replacements or reconfigurations to the existing equipment or software to the communications systems covered by this agreement, the MERA shall provide the County required manufacturer training to facilitate the maintenance of said change, additions, upgrades, replacements or reconfigurations to the existing equipment or software. This training shall be provided to a minimum of three County technicians. MERA shall be only responsible to pay for trainers and training materials.
- B. Guarantee access to and make provisions for the County to enter upon public and private lands as required to perform their work.
- C. Make available all pertinent data and records for review.

4. **EMERGENCY MAINTENANCE RESPONSE TIME:**

Emergency maintenance for MERA's Communication system, defined as any major alarm condition, loss of system access, or loss of the ability to process calls at an individual site, shall be available 24 hours per day. The County shall evaluate and begin a response to all emergency maintenance items within 1 hours' time of notification. The County shall notify MERA of any condition requiring an emergency response. Additionally, the County shall notify MERA when an emergency repair cannot be completed within a four (4) hour period. All non-emergency maintenance problems occurring Monday through Friday between 7:00 AM and 4:00 PM shall be responded to within one hour. A service log shall be kept on site and updated whenever service of any kind is performed. MERA site checklist shall be completed for each repair or maintenance item.

6. **BOOKS OF RECORD AND AUDIT PROVISION:**

County shall maintain records documenting all related maintenance actions including any maintenance actions requested by MERA. These records shall include logs for each site and a repair and maintenance checklist. These records are available for review by MERA on an annual basis.

7. **AMENDMENT:**

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

8. **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.

9. **COMPLIANCE WITH APPLICABLE LAWS:**

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

10. **Relationship Between the Parties:**

The relationship between the County and MERA relative to the performance and delivery of the services provided under this Agreement is an independent contractor. It is understood the County is responsible for the quality and costs of these services under this Agreement.

11. **FEES:**

The fees for furnishing services under this Agreement, specified in Exhibit B, are as follows:

A. **Maintenance** The fixed-fee Maintenance fee amount, further described in Exhibit B, includes labor compensation for Preventative Maintenance and Corrective Maintenance. The total Maintenance fixed-fee amount of this Contract shall remain in effect for the entire term of the contract. The cost for corrective maintenance parts shall be billed to MERA per Exhibit B.

B. **Extra Work** All services beyond the contracted allotments, described in Exhibit Ashall constitute Extra Work. MERA shall be invoiced for all Extra Work performed at \$182.29 per hour, and the parties agree that this rate is subject to change pursuant to contract Section 10A.

12. **PAYMENT:**

The County will invoice MERA for fees as set forth in Exhibit B on a biannual basis (usually in November and May). The payment of fees under this Agreement shall be due within thirty (30) calendar days of receipt of County's statement to MERA. Preventative Maintenance fees as set forth in Exhibit B will be documented by work orders provided to MERA with each billing.

13. TERM OF AGREEMENT:

The term of this Agreement shall be for one (1) year commencing on the date written above, unless either party gives written notice of termination on or before ninety (90) days prior to the start of new fiscal year, or unless amended by the mutual consent of both parties. Absent action by the parties, this Agreement shall end on June 30, 2024.

14. 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.

15. CONDITIONS:

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

16. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning its manner which preceded or accompanied the execution hereof are conclusively deemed to be superseded hereby, provided, however, that this Agreement may in the future, be altered by written agreement of the parties and not otherwise.

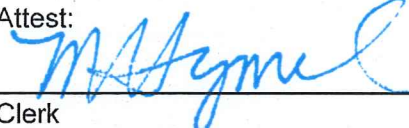
17. NOTICES:

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.

Authority: Executive Officer
Marin Emergency Radio Authority
c/o Town of Corte Madera
240 Tamai Vista Blvd Suite 110
Corte Madera, CA 94925

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

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

Attest:


Clerk

County of Marin
By  - 
President, Board of Supervisors Date 01/14/23

Approved as to Form


County Counsel

General Counsel
By _____
Marin Emergency Radio Authority Date

Attest:

Approved as to Form

EXHIBIT A
SERVICES TO BE PROVIDED
BY COUNTY

The County will provide the services described below to the Authority.

PREVENTATIVE MAINTENANCE

Provide preventative maintenance, for Authority, will be provided on what is commonly called the Backbone. Preventative Maintenance includes a maximum of 1,191 hours and, unless otherwise specified, does not include materials. Equipment groups included in Preventative Maintenance are as follows: Prime Site, Microwave System and Mountain Top Sites

Preventative Maintenance and Schedule:

Communications Division - Annual Transmit Osc. Alignment@ all sites Comparator Ocs. Alignment @ prime site	43 hours
Communications Division - Semi Annual Receive Antenna Testing	2.5 hours X 14 X 2 per year= 70 hours per year
Communications Division - Weekly Verify Prime and Civic Center- Microwave Sites Operation Check Status of Diagnostic Systems Check Alarms Status Verify Phasing Microwave BER (Bit Error Rate) Inspection	4 hours X 1 site X 52 weeks = 208 hours per year
Communications Division - Monthly Base Station Power Output Check Perform Necessary Backups Microwave Power Levels Check	2 hours X 14 sites X 12 months =336 hours per year
Communications Division - Quarterly ZC Power Supply Change Out Temp. Data Logging Radio Channel BER Check Radio Channel SIAD Check Combiner Cavity Alignment Microwave Osc. Check VSWR Testing Site Cleanup Fan and Filter Cleanup Battery Voltage Checks Battery Cleanup and Connection Check Antenna Visual Inspection Building Inspection - including safety items Generator Inspection Fuel Tank Inspection	6 hours X14 sites X 4 quarters= 336 hours per year

DC Charger Voltage Check
Microwave Antenna Inspection
Microwave Air Pressure Inspection
Desiccant Inspection
Tower Inspection
Power Supply Voltage Checks
Receiver Sensitivity Check
Multi-coupler Output Check

Building Maintenance - Semi Annual

Change Filters on AC Units
Test AC Alarms
Test Security Alarm 5.5 hours X 12 sites X 2 per year=
Test GFI Electrical Outlets 132 hours per year
Test AC automatic cycle system
Inspect and Clean Roofs
(Spring and Fall)
Spray for weed control
(Spring and mid-Summer)
Check Air Conditioning, run both systems
Check grounds and Fence, clean as necessary
Check lighting, relamp as necessary
Inspect generator
Run Generator and test transfer switch
Inspect propane tanks
Inspect exterior of buildings for graffiti
Check and leak test propane lines
Clean AC coils
Clean and lube exhaust fans
Calibrate AC thermostats
Service doors and locks
Clean, lube and exercise exhaust louvers
Service Generator electrical components
PM electrical panels

Garage - Annual

Service all the generators (to include the following parts:
Oil, Oil Filter, Fuel Filters and Air Filters) 6 hours X 11 sites X 1 per year=
66 hours per year

CORRECTIVE MAINTENANCE

Site reconnaissance, installation, and corrective maintenance on the existing Authority equipment; Prime Site, Microwave System, Mountain Top Sites and MERA provided Fire Station Alerting System Equipment.

Communications Division Corrective Maintenance includes a maximum of 1,827 hours. All Corrective Maintenance parts and materials will be charged out on a corrective maintenance work ticket. If a major part needs to be purchased and is discovered during a preventative maintenance check, the technician will switch to a corrective action work order at that time and then replace/repair the part before continuing on with the preventative maintenance.

Corrective Maintenance for the Authority backbone system shall be available 24 hours per day. Emergency Corrective Maintenance, after hours call outs, (4:00 PM to 7:00 AM), will accrue time at a time and a half rate.

During corrective maintenance actions, if it is found that a piece of equipment that is covered under warranty by the Vendor, is faulty, all labor is accrued toward this agreement. The County will send, and track said item to the respective repair facility. The County will document these costs on a corrective maintenance work ticket and be accrued as costs under this Agreement.

Programming a new or replacement mobile and portables for member agencies will not be an Authority expense.

EXTRA WORK

Other services including programming as requested by Authority Executive Officer or County System Engineer.

ONGOING MAINTENANCE OF AUTHORITY MEMBER AGENCIES MOBILE AND PORTABLE RADIOS

Any ongoing maintenance of installed mobile and portable radios shall be under a separate agreement between the member agency and the County of Marin.

DISPATCH CENTERS

Maintenance and repair of member agency dispatch centers is excluded from this Agreement.

EXHIBIT B
COMPENSATION OR FEES TO BE PAID
TO COUNTY

Included in these fixed-fee amounts are the hour allotments described below. Catastrophic failures, engineering system design or format changes, or significant projects exceeding these hourly program allotments are to be billed as Extra Work, as described in Section 10 of this Contract, and billed to the Authority at the contract rate.

All parts and materials will be charged out on a corrective maintenance work ticket and are in addition to the fixed-fee amount of this Contract. Invoices for parts and materials shall be referenced against a specific work order. If a major part needs to be purchased and is discovered during a preventative maintenance check, the technician will switch to a corrective action work order at that time and then replace/repair the part before continuing on with the preventative maintenance.

Costs for emergency repairs may be incurred when it is not feasible to contact Authority staff. If Authority staff is unavailable in the event of system failure or significant coverage degradation, the County is authorized to invoice up to \$21,000 in materials.

PREVENTATIVE MAINTENANCE - All Divisions

Hours included - 1,191

Materials Included: generator oil, oil filter, fuel filter and air filter.

CORRECTIVE MAINTENANCE - Communications Division

Hours included - 1,827 (Services beyond the contract hour shall be billed as "extra work" pursuant to Section 10(B))

PAYMENT SCHEDULE

A. Beginning July 1, 2023, and for the term of this contract,

1. Rate of \$182.29 per hour for
1,191 Preventative Maintenance Hours
1,827 Corrective Maintenance Hours
3,018 TOTAL HOURS

2. Total cost for preventative and corrective maintenance - \$550,153 effective July 1, 2023.

Example Annual Payment Schedule

- | | |
|---------------------|-----------|
| a) November 1, 2023 | \$275,076 |
| b) May 1, 2024 | \$275,077 |

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 \$176.15/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 Provided:	<u>FY2023-24</u>
A. Training (Not to Exceed)	\$ 10,500
B. Technical Services (Not to Exceed)	\$ 57,750
C. Administrative (Fixed Amount)	\$206,536

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 \$176.15/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 \$57,750 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 proposed CPI increase will be forwarded to MERA during the month of February each year.

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

THIS AGREEMENT entered into as of July 1, 2023, 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 July 1, 2023; 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, 2024. 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 BETWEEN THE PARTIES:

The relationship between the County and MERA relative to the performance and delivery of the services provided under this Agreement is an independent contractor. It is understood the County is responsible for the quality and costs of these services under this Agreement.

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.

NERA: Executive Officer
Marin Emergency Radio Authority
c/o Town of Corte Madera
240 Tamai Vista Blvd., Suite 110
Corte Madera, CA 94925

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.

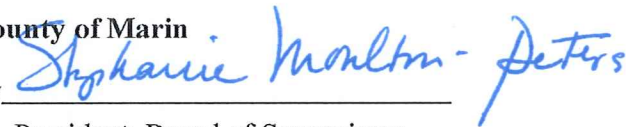
Attest:

Clerk



County of Marin

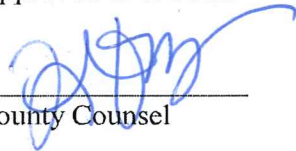
By



President, Board of Supervisors

Approved as to Form

County Counsel



Attest:

By

President, Governing Board

Approved as to Form

General Counsel