

**COMMUNICATION ENGINEERING 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, 2010; and

WHEREAS, the 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, Twin Cities Police, Marin County Transit District, Marin Municipal Water District, Stinson Beach Fire 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 Engineering.

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 December of each year for services delivered in the July-December period, and in June 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 three (3) years commencing on the date written above and expiring on June 30, 2013. Upon mutual written agreement between the parties, the Agreement may be renewed for successive one year periods. 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 WITH EXECUTIVE OFFICER:**

This Agreement is between the County and MERA, acting through its Board of Directors. 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 Board of Directors. The County staff will cooperate with the Executive Officer in the preparation of these 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
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 the day and year first written above.

Attest:

County of Marin

Clerk

By _____
President, Board of Supervisors DATE

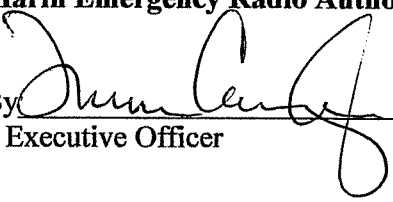
Approved as to Form

County Counsel

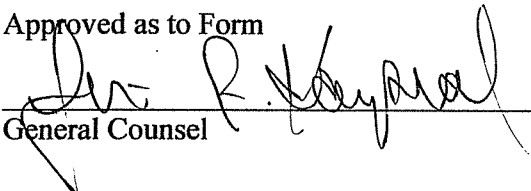
Attest

Marin Emergency Radio Authority

Clerk

By 
Executive Officer

Approved as to Form



General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

The following services shall be provided by the Consultant from the date awarded through the completion of the Agreement. This contract shall commence on July 1, 2010 and terminate on June 30, 2013. Services beyond the scope of this Agreement shall be on an "on call" basis, to be negotiated on a time and materials basis separate from the basic Consultant contract.

The County has selected Richard Chuck to perform duties under this contract. The Scope of Services is as follows:

- 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.

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 two hundred thousand dollars (\$200,000) in any one fiscal year and a total of five hundred thousand dollars (\$500,000) over the three year term of this contract, unless modified in writing by agreement of both parties..
- B. The estimated cost for the services is estimated to be \$13,706.58 per month.
- C. 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 \$500,000 contract maximum.