

**SYSTEM ANALYSIS AGREEMENT BETWEEN THE
MARIN EMERGENCY RADIO AUTHORITY AND THE COUNTY OF MARIN**

THIS AGREEMENT entered into as of _____, 2012 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, 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 system analysis 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 this system analysis.

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 System analysis services described in Exhibit “A”, incorporated herein by reference.

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 associated with system analysis 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 three (3) years commencing on the date written above and expiring on June 30, 2015. 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 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 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

Clerk
Approved as to Form

By _____
President, Board of Supervisors

County Counsel

Attest

Marin Emergency Radio Authority

Clerk
Approved as to Form

By _____
Board of Directors

General Counsel

EXHIBIT "A"
SERVICES TO BE PROVIDED BY COUNTY

The County will provide the services described below to MERA

1. SYSTEM ANALYSIS

System Analysis: Oversight of contracted Technical Consultants and evaluate/investigate technical issues regarding the entire System operation and provide ongoing recommendations to MERA as necessary to improve the efficiency, reliability, and administration of the System.

Prior to undertaking any task the attached form (MERA Request Form) will be completed by MERA and the Operations Officer, or his/her designee.

EXHIBIT "B"
COMPENSATION OR FEES TO BE PAID TO COUNTY

Total fees for services delivered under this Agreement are as follows:

Services to be Provided	FY2012-13	FY2013-14	FY2014-15
System Analysis (Not to Exceed)	\$50,000	\$50,000	\$50,000

System Analysis - Payments for the tasks will be made on a time and material basis and not to exceed the specified individual task amount and/or the total authorized amount on the MERA Request Form without written authority by MERA. Payment for the task outlined on the form will be due upon completion of task requested.

System Analysis services will be provided on a request basis at "time and material". They are to be billed in the manner described in Section 8 of this agreement at the following hourly rates:

Operations Officer	\$201.08*
Communications Maintenance	\$152.86*
Senior Accounting Assistant	\$ 91.12 *

*System Analysis 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.

Following is a summary of existing projects underway and potential projects (but not limited to):

Feasibility Studies	Existing
Tomales Site Permits/Project	Existing
Martha Tiburon Site Project	Existing
Next Gen MERA	Anticipated.

