COUNTY OF MARIN
Raul M. Rojas
DIRECTOR

Administration
PO Box 4186
San Rafael, CA 94913-4186
415 473 6528 T
415 473 3799 F
415 473 3232 TTY
CRS Dial 711
www.marincounty.org/pw

Accounting

Airport

Building Maintenance

Capital Projects

Certified Unified Program Agency (CUPA)

Communications Maintenance

County Garage

Disability Access

Engineering & Survey

Flood Control & Water Resources

Land Development

Purchasing

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation & Traffic Operations

Waste Management

DEPARTMENT OF PUBLIC WORKS
Quality, Excellence, Innovation

DATE: June 28, 2017

TO: MERA Governing Board

FROM: Pat Echols, Operations Officer

SUBJECT: AGENDA ITEM **D-4**: Revised Next Gen System Implementation Agreement Budget

Recommended Action: Receive report.

Discussion: On June 24, 2015, your Board approved the Next Generation System Implementation Agreement with the County of Marin in the amount of $2 million. Now that the implementation phase of the project is underway, County Department of Public Works (DPW) has reviewed the agreement budget in order to provide an updated forecast of future tasks and costs need to complete Next Gen project implementation (see below). A copy of the agreement is also attached for reference.

DPW staff estimates its level of effort to complete project implementation to be approximately $1.23 million, which is summarized on the attached table. Experience from implementation of the existing MERA system and the details of the Motorola contract scope of work informed the estimated level of effort for DPW staff.

Your Board received this update at their May 10 meeting. Additional information was requested regarding whether the County staff tasks were redundant with project management services that are being provided by Federal Engineering (FE) pursuant to their contract approved by the Governing Board on December 14, 2016.

The primary distinctions between the services provided by County staff and FE are as follows:

1. FE is providing a full-time project manager to execute day-to-day tasks associated with oversight and management of Motorola's specific activities, including:

   Develop/update project schedule.
   Coordinate all required project meetings, including weekly project status meetings, weekly technical issues meetings.
   Participate in weekly conference calls with County staff and FE senior management.

Weekly review and monitoring of Motorola project action log.
Monitor compliance with project schedule, milestones and deliverables.
Prepare correspondence regarding review of design documents.
Preparing and maintaining punch list of Motorola implementation activities.
Assist County staff with CEQA compliance tasks as needed.
Make recommendations to the County regarding the vendor's readiness to move on to the next phase and supplemental facility requirements for integration of conventional resources not included in vendor's system design.
Independent inventory of equipment delivered to each site.
Inspect new system installations for compliance with contract specifications.
Observe coverage testing, review results and provide summary to County.
Develop subscriber fleet map in collaboration with Motorola.
Oversee system acceptance and cutover activities.
Prepare and compile all system documentation.

2. County staff is responsible for Motorola contract administrative management tasks and technical support activities including:

   Administering FE, Motorola and other necessary contracts (such as environmental consultants for CEQA compliance).
   Processing of contract modifications/change orders.
   Reviewing and processing Motorola invoices.
   Providing status reports regarding Next Gen implementation.
   Prepare reports for various MERA Boards and Committees regarding Next Gen implementation action items.
   Acquiring all required permits for the project.
   Facilitating and assisting MERA with acquisition of all leases and other real estate entitlements required for the project, including negotiating agreements with landowners and related transactions.
   Quality control verification of new site installations with respect to existing system interface.
   Facilitating coverage testing activities.
   Provide quality control review of fleet map programming.
   Receive training on operation and maintenance of new system

3. Tasks that are common to County and FE include:

   Participate in weekly project implementation team conference calls.
   Bi-weekly conference calls with MERA executive team.
   Attendance at weekly project status and weekly technical group meetings.
   Review frequency plans, coordination, and license applications.
   Attend factory staging of system components.
   Review end-user training plans and curriculum.

This information was provided in a report that was received by the Next Gen Project Oversight Committee & Finance Committee at a joint meeting on June 15.

Attachment: County Implementation Agreement
Updated County Staff Cost Estimate

DPW Estimated Work Hours for NextGen Implementation Agreement (April 2017 -March 2019)

Task		Hours	Rate		Cost
Initial Site Visits 1 Tech/Site	Dollar Hill	4	153	$	612
	San Pedro	4	153	$	612
	Wolfback Ridge	4	153	$	612
	Civic Center	2	153	$	306
	New Water tank	2	153	$	306
	Jail	4	153	$	612
	Fairfax PD	4	153	$	612
	Novato PD	4	153	$	612
	Comm Center	4	153	$	612
	Backup Comm Center	3	153	$	459
	San Rafael PD	4	153	$	612
	Mt. Tam	6	153	$	918
	Muir Beach	6	153	$	918
	Big Rock	6	153	$	918
	Marshall	6	153	$	918
	Tomales	6	153	$	918
	Mt. Vision	6	153	$	918
	Stewart Pt.	6	153	$	918
	Mt. Barnabe	4	153	$	612
	OTA	6	153	$	918
	EOF	6	153	$	918
Secondary Site Visits - Confirmation (1-Tech/Site)	Dollar Hill	4	153	$	612
	San Pedro	4	153	$	612
	Wolfback Ridge	4	153	$	612
	OTA	4	153	$	612
	Civic Center	2	153	$	306
	EOF	4	153	$	612
	New Water tank	2	153	$	306
	Jail	4	153	$	612
	Fairfax PD	4	153	$	612
	Novato PD	4	153	$	612
	Comm Center	4	153	$	612
	Backup Comm Center	3	153	$	459
	San Rafael PD	4	153	$	612
	Mt. Tam	6	153	$	918
	Muir Beach	6	153	$	918
	Big Rock	6	153	$	918
	Marshall	6	153	$	918
	Tomales	6	153	$	918
	Mt. Vision	6	153	$	918
	Stewart Pt.	6	153	$	918
	Mt. Barnabe	4	153	$	612
				$	-
Design Review	1 - Engineer	40	175.65	$	7,026
	3 - Senior Technician	120	153	$	18,360
Staging	1- Techs for 1 week	40	153	$	6,120
Installation	1.5 -Techs Full Time 17 Months	4,080	153	$	624,240
Code Plug Review	1 - Engineer	10	175.65	$	1,757
	1 - Senior Tech	60	153	$	9,180
Eqpt. Removal - Non-Next Gen sites	2-Tech for 1 Months	320	153	$	48,960
Coverage Test	1 - Tech for 1 Month	160	153	$	24,480
Database Cleanup	1- Tech for 1 Month	160	153	$	24,480

Conventional Interface	1 - Tech for 1 Month	160	153	$	24,480
Training	3 - Weeks for 8 Techs	960	153	$	146,880

	Project Time (Hours):	6,300	Based on full conversion by March 2019.		
	Communications Division Cost:			$	965,033
Administration/Oversight	Operations Officer	750	231	$	173,250
Entitlements	DPW Real Estate staff			$	100,000
Projected Cost				$	1,238,283

NEXT GENERATION RADIO SYSTEM IMPLEMENTATION AGREEMENT BETWEEN THE MARIN EMERGENCY RADIO AUTHORITY AND THE COUNTY OF MARIN

THIS AGREEMENT entered into as of JUNE 30th, 2015 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", each a "Party, and collectively referred to herein as "Parties", effective July 1, 2015 (the "Effective Date"); 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; and

WHEREAS, the County and MERA entered into that certain Amended and Updated Memorandum of Understanding to confirm their mutual desire to facilitate the future construction of a new replacement system (the "Next Gen System") and to express their mutual intent to cooperate with one another to achieve that goal, including continuing the contractual relationship with the County Department of Public Works (the "DPW") to provide certain technical, operations administration and engineering services in connection with implementation of the Next Gen System (the "Project").

WHEREAS, on November 4, 2014, the voters of the County of Marin approved Measure A authorizing the County to levy and collect a special parcel tax to fund the costs of the Next Gen System.

WHEREAS, due to the magnitude of the Next Gen System project, MERA and County desire to clarify roles and responsibilities in providing the services in connection with implementing the Next Gen System.

WHEREAS, DPW has the capacity to provide system analysis and implementation services of which all are essential to the success of the Next Gen System; and

WHEREAS, MERA desires to obtain the services of DPW to implement the Next Gen 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**
   DPW shall provide MERA with the services described in Exhibit "A" (the "Services"), incorporated herein by reference.

3. **TO BE PROVIDED BY MERA**
   MERA shall provide DPW with any pertinent data and records in the possession of

MERA related to the performance of DPW's duties under this Agreement.

4. **MUTUALLY AGREED:**
The Parties budgeted $2,000,000 for the DPW Staff Services, which does not include reimbursement to the County for contracts the County enters into in connection with this Project. If DPW or the MERA Executive Officer anticipates that the cost of the Services will exceed such amount, both MERA and County will cooperatively re-assess the Services and consider modifying the Services or providing additional funding to address the anticipated shortfall, if deemed appropriate.

5. **AMENDMENT:**
This Agreement may only be amended or modified by written agreement by the Parties.

6. **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.

7. **COMPLIANCE WITH APPLICABLE LAWS:**
Each Party shall comply with any and all federal and state laws.

8. **FEES:**
The fees for furnishing the Services are set forth in Exhibit "B", and incorporated herein by reference, and shall not exceed the amount therein specified, 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.

9. **PAYMENT:**
The County will invoice MERA for the 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 invoice to MERA.

10. **TERM OF AGREEMENT:**
The term of this Agreement shall begin on the Effective Date and shall terminate on the date that is the earlier of June 30, 2019 or the date on which MERA provides written notice to DPW that the Project is complete and has been accepted by MERA. 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.

11. **RELATIONSHIP BETWEEN DPW AND MERA:**
DPW, the MERA Executive Officer and MERA Deputy Executive Officer will work together to diligently complete the Project. It is understood DPW shall be responsible for the quality and cost of the Services, and that the MERA Executive Officer or MERA Deputy Executive Officer is not authorized to direct Services.

It is further understood that MERA, in consultation with DPW, shall retain control over the long-term and overall objectives for the Project and that DPW shall provide the Services in a manner consistent with such objectives, including those pertaining to the successful, on budget, and timely completion of the Project.

Except as provided below, DPW may enter into a contract for the Project without MERA approval. DPW must obtain prior approval from MERA's Governing Board (or its designee) to enter into any of the following contracts: (1) wireless communications consulting services contract, (2) Project management consulting services contract, (3) Project vendor contract, which shall include two phases of services and after the first phase, the Project vendor shall produce a detailed design review and detailed budget, subject to MERA approval, and (4) any additional contract for services in an amount that exceeds $1,000,000.

The MERA Executive Officer is tasked with providing oversight and reporting to the MERA Governing Board, MERA Executive Board, and the Next Gen Project Oversight Committee on the nature, quality, and costs of the Services. While neither the MERA Executive Officer nor MERA Deputy Executive Officer is authorized to direct Services, the MERA Deputy Executive Officer is tasked with being the primary Next Gen System staff liaison between MERA and DPW, including providing supporting and scheduling activities for the Next Gen Project Oversight Committee of MERA, and certain related subcommittees, as well as media relations and other tasks assigned by the MERA Executive Officer.

DPW shall cooperate with the MERA Executive Officer and MERA Deputy Executive Officer in their performance of the tasks described in the preceding paragraph, including but not limited to providing any information reasonably requested by the MERA Executive Officer or MERA Deputy Executive Officer.

12. 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.

13. CONDITIONS
The term, covenants and conditions of this Agreement shall apply to and bind the successors or assigns of the Parties hereto.

14. 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

[*remainder of page intentionally left blank*]

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

Secretary

Marin Emergency Radio Authority

By

President, Governing Board

Approved as to Form

General Counsel

EXHIBIT "A"
SERVICES TO BE PROVIDED BY COUNTY

DPW will provide the services described below:

a. Provide Next Gen System implementation (the "Project") management services.
b. Request proposals for, award, and administer a wireless communications consulting services contract, Project management consulting services contract, and Project vendor contract (the "Project Contracts").
c. Prepare by the end of the first phase of the Project vendor contract a detailed design review and budget for the Project, subject to the approval of MERA's Governing Board (or its designee).
d. Perform all activities required to fulfill MERA's obligations as the lead agency under the California Environmental Quality Act.
e. Obtain any and all permits required for the Project.
f. Facilitate the acquisition by MERA of all leases or other real property interests required for the Project. Such services may include negotiating agreements with landowners and assisting in transactions that are commonly referred to as a "friendly condemnation," but do not include a condemnation, which is opposed by the property owner and proceeds to trial. Assistance with respect to any "friendly condemnation" shall be done in conjunction with separate legal counsel for MERA.
g. Attend all Project meetings.
h. Invite designated MERA staff to all Project meetings.
i. Provide written monthly status reports on the Project to the Next Gen Oversight Committee regarding contracts entered into, adherence to project budget, and on-time performance, including milestone checks.
j. Respond to requests from MERA for Project related information.
k. Maintain complete and accurate records with respect to the Project and other such information required by MERA that relate to the performance of services under this Agreement. Records shall be maintained in sufficient detail to permit an evaluation of services.
l. Inform MERA in writing within seven (7) days of material deficiencies or discrepancies in work related to the Project, as reasonably determined by DPW.
m. Cooperate and coordinate with MERA in all activities covered by this Agreement and any other agreements related to the Project.

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

1. MERA shall reimburse COUNTY for project costs, including project management services, professional consulting services, construction and equipment. Total cost for the project is not to exceed $40,000,000.

2. Fees for the Services delivered under this Agreement are as follows:

County will provide Services based on "time and material" to be billed at the following hourly rates:

DPW staff services (estimated budgeted cost $2,000,000)

Operations Officer	$217.37*
Communications Maintenance	$165.24*
Senior Accounting Assistant	$ 98.49 *
Other County Staff	Actual hourly costs, including benefits

Consultant and Vender Services, including professional services, goods and trade services, and construction (all costs to be reimbursed)

Vendor or Consultant invoices	Actual Costs
Material	Actual Costs

*hourly rates may be adjusted annually on July 1 of each year, commencing July 1, 2016, to reflect the annual increase during the preceding twelve-month period ending in October as published in October of each year in the "Consumer Price Index for all Urban Consumers in the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area" by the U.S. Department of Labor Statistics. The adjustment shall be rounded to the nearest five cent increment. February of each year County shall forward to MERA the proposed CPI increase for the next July 1.